Form R R [illegible]

UNITED STATES RAILROAD ADMINISTRATION A18/NAACP

FILE No. A18
NATIONAL ASSOCIATION FOR THE ADVANCEMENT OF COLORED PEOPLE

SUBJECT: ASSOCIATIONS:

NATIONAL ASSOCIATION FOR THE ADVANCEMENT OF COLORED PEOPLE:

THE NATIONAL ARCHIVES OF THE UNITED STATES

Volume No. _____
From _____
To _____

DIRECTOR GENERAL OF RAILROADS

File Case

Mr. Clagett:

White, represening Association for Advancement Colored People, wrote to Mr. Hines Dec. 19th, complaining of discrimination especially as to prohibition against negro flagman, conductors, baggagemen and yard conductors on certain lines. Lake states White ~~lxtter~~ later called on him and he explained that an award in 1910 provided that negores already in such positions would not be disturbed on the roads referred to, in view of which he does not think any reply is particularly necessary.

Lee.

THE NATIONAL ARCHIVES OF THE UNITED STATES

FILE NO.

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT:

February 12, 1920.

FEB 12 1920

MEMORANDUM for Mr. Clagett:

Regarding the attached --- Your memorandum of December 22nd, together with enclosures, were referred to Assistant Director Daugherty, because he has been handling all matters pertaining to colored train employes; and as it was his understanding that Mr. White with others had called on Mr. Lake of the Division of Operation, the latter was consulted; and you will find attached a copy of Mr. Lake's memorandum to Mr. Daugherty.

W. S. Carter.

11/az

C O P Y

February 9, 1920.

for Mr. Daugherty:

I beg to return herewith papers recently handed me including the letter of W. I. White, Assistant Secretary, National Association for the Advancement of Colored People, dated December 19th, to the Director General.

Since the date of the above mentioned letter White and several other Colored men called on me and from them I learned that the objections to the rule quoted is that "Negroes are not to be used as conductors, flagmen, baggagemen or yard conductors."

I explained to them that a dispute arose between the South Eastern Lines and the Trainmen's Organization, which was settled by arbitration in 1910, and that the award provided that "No larger percentage of Negro trainmen or yardmen will be employed than was employed January 1, 1910", and that "Negroes are not to be employed as conductors, flagmen, baggagemen or yard conductors, but in cases in which they are now so employed they will not be discharged to make place for Whites, but when the positions they occupy become vacant, Whites will be employed in their places.", and that the award became a part of the Agreement between the roads and the organization, which remained in force when the Director General assumed control of the railroads and the obligation to fulfill the agreements held between them and the men.

Therefore, I do not feel that a formal reply to Mr. White's letter is absolutely necessary, but in the event Mr. Clagett feels differently, it seems to me well merely to acknowledge the letter and state that it is his understanding that the matter has been fully explained by Mr. Lake.

C. S. LAKE.

(Sgd) CSL.

139592

OFFICERS
PRESIDENT
MOORFIELD STOREY
VICE-PRESIDENTS
ARCHIBALD H. GRIMKÉ
REV. JOHN HAYNES HOLMES
BISHOP JOHN HURST
CAPT. ARTHUR B. SPINGARN
OSWALD GARRISON VILLARD

NATIONAL ASSOCIATION FOR THE ADVANCEMENT OF COLORED PEOPLE

70 FIFTH AVENUE, NEW YORK
TELEPHONE CHELSEA 9386

EXECUTIVE OFFICERS
CHAIRMAN OF THE BOARD
MARY WHITE OVINGTON
JOHN R. SHILLADY, SECRETARY
MAJOR J. E. SPINGARN, ACTING TREASURER
DR. W. E. B. DUBOIS, DIRECTOR OF PUBLICATIONS AND RESEARCH
JAMES WELDON JOHNSON, FIELD SECRETARY
WALTER F. WHITE, ASSISTANT SECRETARY

DEC 20 1919

December 19th, 1919.

Hon. Walker D. Hines
Director General of Railroads
Washington, D.C.

My dear Mr. Hines:

Our attention has been called to an article which recently appeared in the "Railroad Trainman" in its issue of November, 1919, under the heading "Discrimination against White Men," a copy of which article we are enclosing. In this article it is declared that the United States Railroad Administration agreed and made applicable to six railroads that on and after September first, 1919,

"When train and yard forces are reduced, the men involved will be displaced in the order of their seniority, regardless of color. When a vacancy occurs or new runs are created, the senior men will have preference in choice of runs or vacancy, either as flagman, baggageman, brakeman, or switchman, except that Negroes are not to be used as conductors, flagmen, baggagemen, or yard conductors." Also

"Negroes are not to be used as flagmen except that those now in that service may be retained therein with their seniority rights; white men are not to be used as porters; no porter is to have any trainman's right except where he may have established same by three months continously in freight service."

: : : : : : : : :

Will you be good enough to advise us if such a policy and agreement has been entered into by the United States Railroad Administration, which is so palpable an injustice and so discriminatory in its application to colored men?

Sincerely yours,

Walter F. White

Assistant Secretary

WFW/J-Enc:

COPY

"The following article recently appeared in The Railroad Trainman and is calculated to displace thousands of colored trainmen and yard men, if not reconsidered by the Railroad Administration."

Discrimination against White Trainmen.

When extremely low wages and very bad working conditions, applied uniformly to white and colored trainmen on the railroads in the Southeast, there was virtually no discrimination in the employment or retention in the service of white trainmen, but when the trainmen started a movement to obtain wage increases and improvement in working conditions commensurate with the times, for all trainmen, regardless of their color, discrimination against white trainmen at once became the order of the day, and during the progress of the movement it was found that the rankest kind of discrimination was perpetrated upon the white trainmen.

The employers were very insistent on recognizing the rights of white trainmen to join the B. of R.T., and to collectively bargain for wages and working conditions (which materially differs from the attitude of many other employers), but they contended that Negro trainmen were not admitted to the Brotherhood, and that precluded white employers speaking for them, and therefore, it was the employers right to exercise a paternal attitude toward the Negro, giving them such wages and conditions as they thought were proper. The reason for this attitude was very apparent; the employers evidently intended to negotiate a satisfactory wage schedule for the white trainmen, and then see to it that very few of them remained in the service to receive the higher compensation.

The subterfuge did not work; the employes' committee contended that they represented the class without distinction as to color or organization, and in order to convince the employers that the claim was true, a referendum strike vote of all white and colored trainmen had to be taken, with the result the over ninety-nine percent of the five thousand white and colored trainmen who had voted decided to leave the service of the railroad unless a satisfactory settlement could be made. As a result of this situation a satisfactory agreement was reached, which increased the wages of all trainmen, and in order to protect the positions of the white trainmen it was decreed that "no larger percentage of colored trainmen would be employed than were in the service January 1,1910."

It was confidently anticipated that this agreement would be the means of preventing discriminations, but instead there at once appeared more vigorous discriminations than ever, with the determination of eliminating every white man possible, and in doing so every subterfuge was resorted to in order to evade the plain meanings and intentions of the contract. The committees and employers met the situation with fortitude and endeavored to show by intelligent discussion that the discrimination was unfair, unAmerican, and therefore could not be justified or tolerated.

It needs no philosopher to prove that the successful

COPY

operation of railroad trains requires ability, intelligence and efficiency, because on railroads, where all of these characteristics are the prime factors in the employment of men, serious accidents occur. The white trainmen on the railroads in the South were required to come up to all these standards, physically, morally, mentally, and be perfectly fit to perform the important duties of trainmen. This same rule does not apply in the employment of Negroes, and therefore, it was the tule to employ illiterates, incompetents and criminals; as a result thereof greater duties and responsibilities were imposed upon the white trainmen, but, of course, this the railroads would not admit. They frequently argued that the illiterates were able to give just as good service as the literates, until an accident occurred, then the responsibility was placed upon the white trainmen.

After employment the illiterate, incompetent Negro is placed in a privilege class; he can do pretty much as he pleases without any apprehension of being discharged, while a white man must be perfect in every particular, and be ever ready to respond to the call of duty, even to the extent of protecting the Negroes position or be summarily discharged. Ten years or more of this kind of discrimination is more than apt to bring discontent among any class, and discontent among the white trainmen had reached the peak when General Order No.27 was issued; as it unified the wages of white and colored trainmen, it was anticipated that the economic incentive to discriminate against white trainmen had been entirely removed; however, on many railroads the discrimination continued as intensely, which resulted in the trainmen on six railroads taking the position that they were prepared to leave the service unless the discrimination could be stopped.

After the situation had reached an acute stage, the subject matter was taken up with the United States Railroad Administration, and after a number of conferences the following was agreed to, and made applicable to six railroads.

1. - All men entering the service on and after September 1, 1919, to fill positions of brakeman, flagmen, baggagemen, and switchmen will be subjected and required to pass uniform examination and comply with the regulations as to standard watches and to know how to read and write.

2. - Discipline will be applied uniformly, commensurate with the facts in the case, without distinction as to color.

3. - When train or yard forces are reduced, the men involved will be displaced in the order of their seniority, regardless of color, or new runs are created, the senior man will have preference in choice of runs or vacancy, either as a flagman, baggageman, brakeman, or switchman, except that Negroes are not to be used as conductors, flagmen, baggagemen, or yard conductors. Negroes are not to be used as flagmen except that those now in the service may be retained therein with their seniority rights. White men are not to be used as porters; no porters to have a trainmen's right except where he may have established same by three months continuously in freight service.

4. - Any rule, regulations or agreements in conflict with the foregoing are null and void.

In addition to the above four paragraphs, I am also advising

COPY

that I have reached an understanding with you that trainmen now on the extra board will be permitted to select runs or positions in accordance with their seniority. This agreement is in keeping with the operation rules of all railroads, yet before it could be obtained it became necessary to imply that the white trainmen would undoubtedly leave the service if a satisfactory agreement could not be reached. If the rail roads shall apply this agreement fairly and in accordance with its plain meaning and intention, there will not be any discrimination in the future, and as a consequence there will be a better feeling all around, but if there is an attempt to misapply it, the railroads may expect a renewal of the issue at an early date, when more drastic action shall be taken.

Val Fitzpatrick.

THE NATIONAL ARCHIVES OF THE UNITED STATES

PERSONAL.

December 22, 1919. A.C/NAACP

for Mr. W.S.Carter:

Will you please note the attached letter from Walter F. White, Assistant Secretary, National Association for the Advancement of Colored People, and let me have your views as to the character of reply which should be made.

M.B.C.

fcl-ms

FILE F C L

PRESIDENT
OSWALD GARRISON VILLARD
VICE-PRESIDENTS
ARCHIBALD H. GRIMKÉ
REV. JOHN HAYNES HOLMES
BISHOP JOHN HURST
CAPT. ARTHUR B. SPINGARN
OSWALD GARRISON VILLARD

NATIONAL ASSOCIATION FOR THE ADVANCEMENT OF COLORED PEOPLE

70 FIFTH AVENUE, NEW YORK

TELEPHONE CHELSEA 9386

EXECUTIVE OFFICERS

CHAIRMAN OF THE BOARD
MARY WHITE OVINGTON

JOHN R. SHILLADY, SECRETARY
MAJOR J. E. SPINGARN, ACTING TREASURER
DR. W. E. B. DUBOIS, DIRECTOR OF PUBLICATIONS AND RESEARCH
JAMES WELDON JOHNSON, FIELD SECRETARY
WALTER F. WHITE, ASSISTANT SECRETARY

June 23, 1919.

A18/naacp

Hon. William G. McAdoo,
Washington, D. C.

Dear Hon. McAdoo:

Do you realize that during 1918 sixty-three Negroes were lynched, burned and tortured by lawless mobs; that since January, 1919, twenty Negroes have been lynched; that five of these have been burned to death at the stake - and this in America? In the city of Vicksburg, Mississippi, on May 16, 1,000 white men and women watched a Negro being tied to a tree, riddled with bullets and burned to a crisp. (The man's guilt was questioned by the Vicksburg papers.)

Do you realize that the lynching, torturing and burning of Negroes (the direct result of an un-American, undemocratic, and unjustifiable denial of their civil and political rights) challenge America's honor and menace her future?

You may say "This is the Negro Problem." Yes! but not the Negro's problem. White men commit these injustices and must correct them.

We seek the support of every white man and woman who believes that the constitution of the United States with relation to the Negro is more than a "scrap of paper." We do not care how large or small your contribution to the cause may be; we need your enrollment to make American democracy include the Negro!

The enclosed "Program for 1919" (we have spoken only of lynching) explains what the Association seeks to accomplish and its budget needs.

Sincerely yours,

John R. Shillady
Secretary

P. S. Checks may be made payable to J. E. Spingarn, acting treasurer, 70 Fifth Avenue.

E 38-18-12

CAM

1079

Louis R. Santier

March 21, 1919.

Memorandum for Mr. Patterson:

Please note the attached from the Bureau of Suggestions and Complaints re accommodations for colored passengers. The Supreme Court in McCabe vs. A. T. & S. F. R. R. 235 U. S. 151, and Chiles Vs. C. & O Railway, 218 U. S. 71 laid down the following rules:

(a) A state cannot pass a Jim Crow Law applicable to interstate passengers.

(b) The Oklahoma Statute has been construed as applying to intrastate passengers.

(c) In the absence of legislation by Congress on this subject, carriers have the right to promulgate reasonable rules and regulations.

Judge Payne has ruled also that state Jim Crow laws do not apply to interstate passengers.

1079

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing [illegible]

RECEIVED AT COMMERCIAL NAT'L BANK BLDG., 14th & G STS., N. W. WASHINGTON, D. C. ALWAYS OPEN

1919 MAR 22 PM 7 14

A363C 44 GOVT DUPLICATE AND CORRECTED CY

JONESBORO ARK 331P 22

JUDGE PAYNE 3906 13

MAR 19

ATTORNEY FOR DIRECTOR GENERAL RAILWAY WASHINGTON DC

HAS THERE BEEN ANY ORDER TO PULLMAN CAR CONDUCTORS TO DISREGARD THE SEPARATE COACH LAWS OF THIS ANY OTHER STATES IF SO BY WHAT ASSUMED AUTHORITY PLEASE REPLY

T P CARAWAY CONGRESSMAN FIRST DISTRICT ARK.

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

1079

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT COMMERCIAL NAT'L BANK BLDG., 14th & G STS., N. W. WASHINGTON, D. C. ALWAYS OPEN

1919 MAR 22 PM 6 16

A326C 44 GOVT SUPJECT TO CORRN

JONESBORO ARK 331P 22 MAR 22 1919

JUDGE PAYNE 3703

ATTORNEYS FOR DIRECTOR GENERAL RAILWAYS WASHINGTON DC

HAS THERE BEEN ANY ORDER TO PULLMAN CAR CONDUCTORS TO DISREGARD TO SEPARATE COACH LINES OF THIS ANY OTHER STATES IF SO BY WHAT ASSURED AUTHORITY PLEASE REPLY

T P CARAWAY CONGRESSMAN FIRST DISTRICT ARK.

National Asso. for Advancement of Colored People

Letter dated March 21, 1919, From John R. Shillady, Sec.

Re: Accommodations for colored passengers on Southern RR. Train #32, running between Greensboro, N. C. and Washington, D. C.

Referred to Mr. Patterson 4/1/19.

Form G-7

TELEGRAM

1079

THE DIRECTOR GENERAL OF RAILROADS

Sent from Washington, D. C., March 24, 1919, 1918

T P Gardway
Congressman First District Ark
Jonesboro Arkansas

Your wire twentysecond No order issued to disregard separate coach laws of states and no such action is being considered

JOHN BARTON PAYNE

Frank 15486-C

CAM

August 6, 1919.

1079-I

Dear Sir:

Mr. Clagett has referred to me your favor of the 4th instant with enclosures, returned herewith, re the sale of Pullman accommodations to negroes in Arkansas. No instructions have been issued by the Administration to disregard the separate coach laws of the various states and no such action is contemplated; nor has any ruling been made that these statutes are not effective under the Federal Control Act. While I have not a copy of the Arkansas statute before me I assume that it covers only intra-state traffic and does not attempt to deal with interstate passengers.

Very truly yours,

Mr. H. E. Miller,
Secretary to Senator Robinson,
United States Senate,
Washington, D. C.

1079
Judge Underwood

ALBERT B. CUMMINS, IOWA, CHAIRMAN.
CHARLES E. TOWNSEND, MICH.
[redacted] LA FOLLETTE, WIS.
[redacted] NDEXTER, WASH.
GEORGE P. MC LEAN, CONN.
JAMES E. WATSON, IND.
FRANK B. KELLOGG, MINN.
BERT M. FERNALD, ME.
JOSEPH S. FRELINGHUYSEN, N. J.
DAVIS ELKINS, W. VA.
ELLISON D. SMITH, S. C.
ATLEE POMERENE, OHIO.
HENRY L. MYERS, MONT.
JOE T. ROBINSON, ARK.
OSCAR W. UNDERWOOD, ALA.
JOSIAH O. WOLCOTT, DEL.
AUGUSTUS O. STANLEY, KY.
JOHN BRIAR, CLERK.

United States Senate,

COMMITTEE ON INTERSTATE COMMERCE.

August 4, 1919.

Hon. Brice Clagett,
United States Railroad Administration,
Washington, D.C.

Dear Sir:

Senator Robinson before leaving the city for a brief absence directed me to forward you the enclosed telegram from Frank Tomlinson of Pine Bluff, Arkansas, and the letter from C.B.Puddephalt of Fordyce, Arkansas, relating to the sale of pullman accomodations to negroes. in Arkansas. Senator Robinson would be pleased to have you advise him fully concerning this matter at the earliest opportunity.

Very truly yours,

H. W. Miller
Secy.

DIVISION OF LAW

01.15
?
Suggestions & Complaints

UNITED STATES RAILROAD ADMINISTRATION

W. G. McADOO, DIRECTOR GENERAL OF RAILROADS

WASHINGTON, D. C.

BUREAU FOR SUGGESTIONS AND COMPLAINTS

THEODORE H. PRICE
ACTUARY TO THE R. R. ADMINISTRATION

BALLARD DUNN
ASSISTANT ACTUARY

September 13, 1918.

SEP 14 1918

My dear Mr. Hines:

There are so many angles to the railroad business that I feel almost as if I were walking on eggs in dealing with some of the letters we receive.

I have dictated the enclosed as a suggestive formula to be followed in replying to the complainants who feel aggrieved at the use of passes by their fellow-travelers.

Will you macerate it as you see fit, and let me have it back at your early convenience?

Yours very truly,

Actuary.

Walker D. Hines, Esq.

THP/fg

File K

Endorsement received with this returned to Mr. Price - with Mr. Hines memo of 9/18/18 —
E.R.

NOTE.—PLEASE RETURN ALL ENCLOSURES FOR OUR FILES.

01-15

Office of
Assistant Director General
of Railroads

UNITED STATES RAILROAD ADMINISTRATION
W. G. McADOO, DIRECTOR GENERAL OF RAILROADS
WASHINGTON, D. C.

THEODORE H. PRICE
ACTUARY TO THE R. R. ADMINISTRATION
BALLARD DUNN
ASSISTANT ACTUARY

BUREAU FOR SUGGESTIONS AND COMPLAINTS

SEP 14 1918

September 13, 1918.

Subject: Treatment of Negroes in the South.

My dear Mr. Hines:

I enclose copy of letter that I have addressed to Regional Directors Winchell, Bush, Markham and Maher.

In it I have slightly paraphrased your memorandum on the subject. I find that not a few of the complaints received from Negroes come from the Pocahontas District, as well as from some of the lines under Mr. Markham's jurisdiction.

I hope it will meet with your approval. I am also sending a copy of this letter to Mr. McAdoo.

Yours very truly,

Actuary.

THP/fg

Walker D. Hines, Esq.

File 3

NOTE.—PLEASE RETURN ALL ENCLOSURES FOR OUR FILES.

September 13, 1918.

My dear Mr. Markham:

The Bureau for Suggestions and Complaints is getting not a few letters from Negroes in the South. Of course the Jim Crow cars are complained of, but a large majority of the letters received complain of the discourtesy with which Negroes are treated by various railroad employes.

I am a Southern man myself and although I have lived a long time in the North I think I understand the Southern feeling upon this subject.

I know that it is the Director General's wish that the Negro should be treated with courtesy and consideration, but I realize also that many of the white men who are employed on the railways in the South will resent being taken to task for alleged discourtesies to a Negro.

I am therefore in doubt as to whether complaints of this character can be satisfactorily handled by making a specific investigation in each case, and where they have to do with railways under your jurisdiction I am instructing that they shall be forwarded to you for such action as you see fit to take. This course of action has been decided upon after consultation with Mr. Hines, who is also a Southern man and expresses himself as follows in a memorandum received from him today. He says:

> "I believe the best way to handle these complaints is to start out by submitting them to the Regional Director. I believe that by personal interviews with the Federal Managers he can impress upon them the importance of developing (and we must recognize it will have to be a very gradual development) a better attitude on the part of the employes. I do not think we would accomplish much by sending these specific complaints to the Federal Managers and having them investigate them as an ordinary complaint would be investigated. I think such a course would probably develop ill-feeling rather than remove it, and that the whole matter ought to be handled through personal interviews beginning with a thorough understanding with the Regional Director and an enlistment of his active sympathy."

If the policy thus indicated does not meet with your approval will you be good enough to let me know?

Among the complaints that will be forwarded you, you will notice several letters from Negro employes who allege that since the Director General issued his letter announcing that colored men should receive the same pay as white men for doing similar work they have been crowded out of positions they formerly occupied and compelled to take employment for which they are paid less. These cases I commend to your special and immediate attention.

There are also many complaints with regard to the uncleanliness of Negro toilet and waiting rooms. I should think that some improvement might be effected in this respect by establishing a system of inspection, but I realize that the whole color question is a nettle that will have to be handled with great discretion, and no little forbearance, and I know that you will understand how to deal with it intelligently and tactfully.

Yours very truly,

Actuary.

C. H. Markham, Esq.,
Regional Director,
Allegheny District,
Philadelphia, Pa.

THP/fg

Sept. 9, 1918

for Mr. Theodore H. Price:

I have your memorandum of 7th instant raising two questions in connection with the work of the Bureau for Suggestions and Complaints. These are very difficult questions and I do not believe they can be answered in any way which will admit of establishing a routine procedure for dealing with them, at any rate at the outset.

As to the negro question, we decided sometime ago that all complaints as to inadequate or unequal service or accommodations for negroes are to be referred to and handled by Mr. Prouty. This was appropriate because any such question is essentially a question of public service and it seemed very desirable because Mr. Prouty, being a Republican from New England, could probably command the confidence of the complainants to a greater extent than any man who had been brought up in the South. It is doubtful whether complaints as to specific acts of discourtesy ought to be turned over to Mr. Prouty for disposition. At the same time his advice will be useful on the general subject.

I assume that to a very large extent these complaints come from the south. I believe the best way to handle these complaints is to start out by submitting them to Regional Director Winchell to get his views and his active cooperation. He is particularly qualified to deal with this subject. I believe that by personal interviews with the Federal Managers he can impress upon them the importance of developing (and we must recognize it will have to be a very gradual development) a better attitude on the part of employes. I do not think we would accomplish much by sending these specific complaints to the Federal Managers and having them investigate them as an ordinary complaint would be investigated. I think such a course would probably develop ill feeling rather than removing it. I think the whole matter ought to be handled through personal interviews, beginning with a thorough understanding with Mr. Winchell and the enlistment of his active sympathy. Where these troubles occur in other Regions, it will probably also be desirable to get in the first instance the cooperation of the Regional Director

As to the labor questions I think here also the handling of these matters through the ordinary routine of sending the complaints, even without the signatures, to the Federal Managers, will not likely produce satisfactory results. In many cases the local officers would probably be able to identify the complainant, even if his name were omitted and, generally speaking, we would likely get, in my opinion, a partisan report from the officer, since it is rarely the case that the local employer official is going to admit that his employee's complaint is well founded. It seems to me in these cases it would be desirable through personal interview

File

to confer fully with Mr. Gray and to be governed largely by the characteristics of the particular cases in deciding how to handle them. Some cases may seem to justify the plan of sending an inspector. Others may call for personal conference with a Regional Director or Federal Manager. Others may suggest some other course. I think we will have to "feel our way" in this matter and that we will not accomplish much if we start out by forwarding the complaints in the regular course to the Federal Managers for their attention.

W. D. H.

F

File

UNITED STATES RAILROAD ADMINISTRATION
W. G. McADOO, DIRECTOR GENERAL
INTERSTATE COMMERCE BUILDING

THEODORE H. PRICE
ACTUARY TO THE R. R. ADMINISTRATION

WASHINGTON

Office of Assistant Director General of Railroads

September 7, 1918.

SEP 9 1918

My dear Mr. Hines:

I have rented my house in New York and must be there on Monday to sign the lease and to attend to the movement of the furniture. I am therefore writing this letter to ask you to consider the following two questions which present themselves in connection with the work of the Bureau for Suggestions and Complaints.

(1) The Negro Question: We are getting a great many letters from Southern Negroes complaining of the discourtesy with which they are treated by ticket agents, conductors and railway employes generally. Of course as Southern men you and I realize that the Negro is not generally treated with the same consideration that white men receive, and that in many instances he is very rudely spoken to and handled. I think you will also agree with me that most white railroad employes will somewhat resent any demand that the white man and the Negro should be treated with equal courtesy. It requires generations to obliterate race prejudice and the relations between the white man and the Negro in the South can not be quickly changed. All of which is dictated by way of asking you to give me the benefit of your views as to how the Negro question as it has developed by the letters that we receive should be handled.

See also P19-3

(2) The other question is an exceedingly difficult one to answer. We are getting a good many letters from subordinate railroad employes complaining of the attitude of their immediate superiors, of the conditions under which they work, and of the tools and engines that are given them. Nearly all these letters are confidential and request that the name of the writer should not be disclosed. Do you think we are justified in complying with this request?

I realize of course that a foreman or a division superintendent must be something more than human in his impartiality and fairness if he can read a letter from one of his subordinates in which he is criticized without feeling some resentment toward the writer.

I am therefore disposed for the present at least to treat these letters confidentially, simply forwarding an unsigned syllabus of their contents to the Federal Manager of the road upon which the grievance complained of exists, with the request that he should ascertain whether it is real or not. I may change my opinion by the time I see you, but I am dictating this memorandum tonight that you may have opportunity to consider what seemed to me to be two rather important questions.

Yours very sincerely,

File

Walker D. Hines, Esq.,
fg

UNITED STATES RAILROAD ADMINISTRATION File No. E-38-18/17

FILE No. E-38-18/17

SUBJECT: EMPLOYEES: WAGES:

GENERAL ORDER NUMBER TWENTY-SEVEN: SUPPLEMENT NUMBER SEVENTEEN:
RELATIVE TO PULLMAN CAR EMPLOYEES:

ALSO TRAIN PORTERS

1 W2
Rar
Sect 3
Box A-50

Volume No. _____
From _____
To _____

DIRECTOR GENERAL OF RAILROADS

E 34-18/17

UNITED STATES RAILROAD ADMINISTRATION

JAMES C. DAVIS
DIRECTOR GENERAL OF RAILROADS AND AGENT OF THE PRESIDENT
WASHINGTON

DIVISION OF LAW
A. A. McLAUGHLIN, GENERAL SOLICITOR

July 12th, 1921.
File 115-2

Memorandum for Director General: (Through Mr. McLaughlin):

Replying to your attached memorandum of June 21st, 1921, I make the following report with regard to train porter suits:

General Order No. 27, increased the rates of pay of all railroad employees. It did not refer to classes; it simply listed the old rates and opposite each rate was placed the newly established rate. Therefore under General Order No. 27, every railroad employee, regardless of occupation or classification, was given an increase.

Article No. 6 to General Order No. 27, contained the following provision:

> "Article VI. - Colored firemen, trainmen, and Switchmen."
>
> "Effective June 1, 1918, colored men employed as firemen, trainmen, and switchmen shall be paid the same rates of wages as are paid white men in the same capacities."

It was clearly the intent of this provision to prevent discrimination against colored employees; however, it is equally clear that a colored man would not be given the pay of a white man unless he performed the same class of duties performed by the white man. Nevertheless, controversies arose, as a result of which Supplement No. 12 to General Order No. 27 was issued under date of December 2nd, 1918, as follows:

> "Supplement No. 12 to General Order No. 27.
>
> "Washington, D.C., Dec. 2, 1918.
>
> "To carry out the intent of Article VI, of General Order No. 27, and retroactive to June 1, 1918, it is ordered:

1. Employees in a passenger train crew, except conductor, collector, and baggagemaster, qualified and regularly required to perform the following essential duties, will be designated as passenger brakemen or flagmen and paid accordingly:

(a) Inspect cars and test signal and brake apparatus for the safety of train movement.
(b) Use hand and lamp signals for the protection and movement of trains.
(c) Open and close switches.
(d) Couple and uncouple cars and engines and the hose and chain attachments thereof.
(e) Compare watches when required by rule.

2. Where white brakemen are not employed, the compensation and overtime rule for colored brakemen shall be the same, for both passenger and freight service, as for the same positions on the minimum paid contiguous road.

3. This order shall not curtail the duties of employees heretofore classed as "train porters."

4. This order shall not infringe upon the seniority rights of white trainmen."

After the issuance of this Supplement, various colored train porters claimed that they were entitled to the designation of passenger brakemen or flagmen, and that they should be paid accordingly. Such claims were filed principally on the Southern roads - the Alabama & Vicksburg, the Vicksburg, Shreveport & Pacific, the Southern, the Atlantic Coast Line, the Richmond, Fredericksburg & Potomac and the Seaboard Air Line. Many hundreds of claims have been filed by comparatively few lawyers. John M. Long of Richmond, represents a large number of the porters on the Seaboard, and Joseph T. Sherier, (law partner of Jos. M. Cox, former Regional Counsel) represents twenty or more claims on the Southern, some of who have filed actions in the Courts of the District of Columbia.

When these claims were first filed, Mr. Underwood authorized settlement on the basis of 25% of the difference between the amounts actually paid and the amounts which would have been paid under Supplement No. 12, had it been applied. Several settlements on the various Southern roads were made on this basis, but finally when the claims became so numerous and were being handled by the same lawyers, thus indicating that these lawyers were soliciting cases which otherwise would not have been brought, I took the matter up with the purpose in mind of determining whether the Administration was liable in these cases.

About this time eighty-six claims were filed on the Seaboard at Norfolk, involving $168,740.46. Mr. Long of Richmond presented these claims and later filed suits against the Director General. We took the matter up with General Solicitor Wright of the Seaboard, who suggested that the cases should be settled for $30,000.00. However, we concluded that under Supplement No. 12, it would be necessary for the porter to prove that he was "qualified and regularly required to perform" each and all of the essential duties therein enumerated, and it was thought that the train porters on the Seaboard would have great difficulty in making such proof. I also may add that the fact that the cases would be tried in the South may have had some slight bearing on our determination to instruct Mr. Wright to proceed to trial rather than make settlement. Broadly speaking, however, we took the view that it was not the intent of Supplement No. 12 to change the designation of a train porter unless he performed the duties of a brakeman or a flagman and was qualified and regularly

required to perform each and all of the essential duties, and it seemed clear to us that the porters on the Seaboard were not qualified and did not perform such duties.

Accordingly the case of Crump, versus Director General was tried at Norfolk, in which case the jury returned ~~the~~ a verdict for the Railroad Administration. The Court instructed the jury as follows:

> "The court instructs the jury that in order to recover in this case the plaintiff must prove by a preponderance of the evidence that he was qualified and regularly required to perform and did in fact perform each and all the duties of brakeman or flagman, as prescribed in Supplement No. 12 to General Order No. 27, at the times for which he is claiming compensation in this case, The terms "qualified and regularly required," as used in said Supplement No. 12 under which plaintiff claims, must be taken in their trade or railroad sense, and in order to claim the benefit thereof, plaintiff must show that he was qualified to perform said duties of brakeman or flagman by standing all examinations regularly required of brakemen or flagmen at all times, and in all other respects, and that he was regularly required as a part of his duties fixed by the authorities of the Railroad Administration operating said railroad to perform said duties. And the jury are further instructed that the performance of certain of said duties from time to time at the request of the conductor or other train official as a personal accommodation or otherwise, did not constitute a regular requirement to perform said duties within the meaning of Supplement No. 12. And the jury are instructed that unless they believe from the evidence that the plaintiff was qualified, and regularly required to perform each and all of the duties of brakeman or flagman as prescribed in said Supplement No. 12, as herein defined and explained, they must find for the defendant."

At a later date the Court over-ruled a motion for a new trial, rendering the following decision:

> "With reference to the motion to set aside the verdict in the case of O. E. Crump, vs. John Barton Payne, Agt. &c.
>
> "The pamphlet containing General Order No. 27 of the Director General of Railroads, with all the supplements to and interpretations of that order, makes interesting reading after all the war excitement has abated. It was evidently the desire of the Director General to keep the railroads of the country in most active operation to meet the pressing needs of transportation of

troops and material, and to incite the operatives to strenuous efforts by classifying them and granting them increased remuneration. The various "interpretations" show that the orders and Supplements were intended to go into effect promptly, and the Railroad Administration, and the Boards formed in connection with it, were active in taking steps to see that the respective classes of operatives received their proper compensation during the war period, and in responding to requests to have this done.

"The case now before the court is brought after the war is ended and the railroads have been returned to their owners. The function of the Court is much more limited than that of the Government Officials at the head of the railroad operation. The court cannot consider the matter from an economic standpoint, but must view the case purely as a matter of contract, the burden being upon the plaintiff to show a right to recover the amount of money claimed by him as a result of a promise to pay it. The evidence shows that the plaintiff continued, after the promulgation of Supplement No. 12 to receive his compensation as theretofore, and without reference to that supplement, until the end of government control, not entirely without expressing dissatisfaction, but yet without immediate and strenuous insistence by him or the class of operatives to which he belonged that the pay of the train porters should be raised at once to the standard now claimed by him. It was a matter that ought to have been, and no doubt would have been, settled promptly by the Railroad Administration.

"The instruction, which was the subject of argument on the motion for a new trial, may be no doubt, in some respects, more adequately worded. But the gist of the instructions was in the meaning placed upon the language "qualified and regularly employed." I am satisfied, upon reflection, that the construction given to that language was correct.

"It would scarcely have been just, and would have been practically impossible in application, to have endeavored to ascertain as to each member of the train crews whether he was. in a general sense, qualified, that is possessed of sufficient training and knowledge to properly perform the duties essential to bring him within the purview of Supplement No. 12. It was therefore necessary to have some general standard by which the "qualification" should be ascertained, as the Supplement was intended to take effect at once, and operate as an immediate increase of pay of the workmen coming within the class intended to be benefitted.

"I find nothing in any of the published announcements of the Director General, that militates against such a view.

"I think that the instruction was correct in this respect, and as this was the turning point of the case before the jury, without reference to other instructions, which were refused, I am constrained to overrule the motion for a new trial."

The result of this Crump case, is to leave the question as to whether these porters are entitled to pay as brakemen or flagmen, a question in fact, ie, was the porter qualified and regularly required to perform each and all of the essential duties enumerated in the Supplement? My own view is that an ordinary train porter would have great difficulty in proving his case. It is apparent that, incidental to his duties as porter, it may have been necessary for him to perform some of the duties enumerated, but I do not think that the ordinary porter was qualified and regularly required to inspect cars and test signals and brake apparatus for the safety of train movement; use hand and lamp signals for the protection and movement of trains; open and close switches; couple and uncouple cars and engines and the hose and chain attachments thereof; comparing watches when required by rule.

I recently saw Mr. Charles Clark, Solicitor for the Southern Railway, and he said he had no doubt that the porters were not qualified to perform the duties in question. He said also that if they did perform some of those duties, such as inspect cars and test signal and brake apparatus for the safety of train movement, they did it in a perfunctory manner and under the supervision of white men. However, on the other hand he is afraid that we may not be able to establish our defense in the pending cases in the District of Columbia, and does not wish to go to trial in those cases unless absolutely necessary.

Mr. Long's cases. - With respect to Mr. Long's cases on the Seaboard, I think we should stand for the present on the ruling in the Crump case, and should refuse to make settlements except where we may be advised by Mr. Wright of the Seaboard, that we would not be able to establish our defense in any individual case. As you will observe a compromise at 25% of the amount claimed would involve several thousand dollars. Mr. Long's statement that compromise settlements were made on the Richmond, Fredericksburg & Potomac is true. I have found a letter in the Director General's file indicating that $600.00 was paid in each case, fourteen in all, - $500.00 to the porter and $100.00 for attorney's fees. This action, however, does not bind us to make similar settlements now, although it embarrasses us somewhat. The settlements in these Richmond, Fredericksburg & Potomac cases apparently were made sometime ago.

I have made a search for the report made by Mr. Carter, referred to by Mr. Long, but am unable to find it. The files are very voluminous, containing memoranda of various officials heretofore connected with the Railroad Administration. These train porter cases have presented a difficult question to the Administration, and different officials have expressed different ideas on the subject.

Mr. Long's statement that orders were issued on some of the roads curtailing the duties of colored porters, is true. I do not think, however, that these orders recognized that the porters had theretofore been performing duties of flagmen or brakemen. The porters were pressing numerous claims for pay as flagmen or brakemen under Supplement 12, and I believe the orders were issued curtailing their duties so that they would not have

any ground even for contending that they were performing the duties of flagmen or brakemen.

As above stated, I feel that we should adhere to the ruling in the Crump case for the present, so far as the Seaboard Air Line claims are involved, and in any event we should not make any concessions until we have first submitted the matter to General Solicitor Wright of the Seaboard and obtained his views.

Mr. Sherier's cases on the Southern — Mr. Sherier represents twenty or more claims on the Southern and has already filed several cases in the Municipal Court of the District of Columbia, and in the Supreme Court of the District of Columbia. The jurisdiction of the Municipal Court extends to cases involving $1,000.00 or less. Therefore, the cases filed in the Supreme Court of the District involve more than one thousand dollars, and owing to the crowded condition of the docket these cases in the Supreme Court will not come to trial for sometime.

The cases in the Municipal Court however, are handled very quickly, and one is set for trial on Friday of this week, July 15th. The case is set for trial before a jury, and Mr. Sherier proposes to call various conductors, baggagemen and brakemen, at present employed by the Southern, as witnesses to testify for the colored plaintiff.

Mr. Sherier filed most of his claims sometime ago (before July 15th, 1920) and he has heretofore informed the Legal Department of the Southern that he would not take less than 75% as a compromise settlement. He was offered the 25% but refused to accept. The attorneys representing us state that they think he will accept a settlement lower than 75% (say

62-1/2%), but that he will not go as low as 25%. Mr. Clark of the Southern, as I have stated above, does not want to go to trial unless it is absolutely necessary.

Mr. Sherier claims that these men on the Southern were qualified and regularly required to perform all of the essential duties, and, as I have stated, proposes to call as witnesses, certain conductors, baggagemen and brakemen at present employed on the Southern. Mr. Gower of the firm of Hamilton & Hamilton, of this City, is employed by the Southern to handle the cases for the Director General, and at the present time is endeavoring to find out just what proof Sherier will be able to establish. In this respect he probably will interview certain of the conductors and baggagemen on the Southern.

In view of Mr. Clark's desire not to go to trial in these cases, the matter is submitted to you for instructions as to whether you would wish to go higher than the 25% offered. The matter of course should be handled promptly, inasmuch as one of the cases is set for trial on Friday.

General Remarks. - It is my recommendation that in those cases where the Railroad is strongly of the opinion that we would have a weak case before a jury, we should make a compromise settlement not to exceed 25%. In the case of the Seaboard I think we should adhere for the present to the ruling in the Crump case. In any event, we should not take any action on the Seaboard cases, without first conferring with General Solicitor Wright. Perhaps I should also call your attention to the fact that under

Supplement No. 26 to General Order No. 27, effective November 1st, 1919, the rate of pay of train porters was increased as follows:

> "For all train porters, excluding those who are provided for in Supp,ements Nos. 12, 17, and 18 to General Order No. 27, establish a basic minimum rate of sixty (60) dollars per month, and to this basic minimum rate and all rates of sixty (60) dollars per month and above, in effect as of January 1, 1918, prior to the application of General Order No. 27, add twenty-five (25) dollars per month, establishing a minimum rate of eighty-five (85) dollars per month."

A. Ward.

AW/J

UNITED STATES RAILROAD ADMINISTRATION

JAMES C. DAVIS
DIRECTOR GENERAL OF RAILROADS AND AGENT OF THE PRESIDENT
WASHINGTON

June 21, 1921.

Memorandum for Mr. Ward:

Mr. John M. Long, an attorney of Richmond, Virginia, called today representing the claims of some 200 colored porters on the Seaboard Air Line and Atlantic Coast Line. These are the cases that are pending at Richmond. Mr. Long states that he had similar claims against the Richmond, Fredericksburg & Potomac Railroad. There were some 14 porters on this line, and he states that they were settled with on the basis of $600.00 apiece, $500.00 to the porters and $100.00 attorney's fees.

Mr. Long states that there is about $2000.00 apiece due these men, based on the regular standard of payment. He also states that at one time he had a conference set with Mr. Anderson, locally representing the Seaboard Air Line at Richmond, when negotiations were called off by word received from Washington.

Mr. Long is anxious to ascertain the attitude of the Administration, and determine whether or not there is any chance to compromise these claims. I told him that as soon as you returned I would submit this matter to you, as you were familiar with the details. Please take this up and confer with me promptly upon your return.

Mr. Long states that he is advised that Carter, head of the

#2.

Division of Labor, in 1919 made a detailed report on these claims, favoring their recognition.

Complaint is also made that the employes of the railroads are reluctant to testify in these cases, for fear that it will jeopardize their places, and it is extremely difficult to get the evidence from men who should know about the character of the work that these colored porters did. It is also stated that August 5th, 1919, the Atlantic Coast Line curtailed by order the duties of colored porters, and in November, 1919, the Seaboard issued a similar order. Long claims, however, that the order was not obeyed, and the claim of $2000.00 covers the entire period of Federal control, and is not limited to the date these orders were issued.

James C. Davis
Director General.

JCD-EH.

E38-18/7

MR. STOLL:

March 10, 1921.

Herewith the file in the Colored Train Porters case. This whole matter has been handled in a rather peculiar way and so far as I can see from the papers no general submission has ever been made to Board 1 or 2 of the Labor office.

It is understood that Mr. Long now has the case up before the Labor Board and has also brought suit in court. Therefore, at this time I am not disposed to make any ruling. Put this in the Director General's Labor File.

E.M.A.

E.M.A.ACW:
File, ACW.

E 3 6-18/17

MR. DAVIS:

February 4, 1921.

There is referred to you herewith letter from Mr. James C. McGloon of Chicago Illinois who represents the train porters of the Chicago Great Western Railroad in the wage dispute.

E.M.A.

E.M.A.ACW:
File, ACW.

E 3

MR. CODE:

January 25, 1921.

How are you getting along with the Colored Porters case presented by Mr. Long?

E.M.A.

E.M.A.ACW:
File, ACW.

E38-18-17

153177

JOHN L. LONG
ATTORNEY-AT-LAW
MUTUAL BUILDING
RICHMOND, VIRGINIA

January 13, 1921.

In re Supplement No. 12 to General Order No. 27.

Office of Director General of Railroads
JAN 14 192

Mr. E. M. Alvord,
Assistant to Director General,
U. S. Railroad Administration,
Washington, D. C.

Dear Sir;

Please let me have in writing, as requested under date of December 1, 1920, and again under date of January 4, 1921, the director general's ruling upon my request of November 4, 1920.

Very truly yours,

JLL*H

John L. Long.

E 38-18/17

MR. CODE: January 12, 1921.

I am sending you herewith the file relating to the claim of John L. Long who has appeared in behalf of the Negro Porters claiming additional pay under Supplement Number 12 to General Order Number 27.

I wish you and your Assistants would give this very careful consideration and draft a brief statement which I may present to the Director General who will then decide and advise Mr. Long.

All things considered, I regard this as of great importance and I will not at all object to your discussing the matter with both the Labor and Managerial members of Board 1 before you reply.

The matter has been delayed owing to the general reorganization of the Labor Department and I would be glad if you would give it preferred attention.

E.M.A.

E.M.A.ACW:
File, ACW.

E 38-18/17

December 16, 1920.

Dear Mr. Code:

A few days ago I spoke to you regarding the application of John L. Long and attorney claiming to represent Porters on a number of the Southern roads in their claims for application of Supplement Number 12 to their wages.

I wish you and your associates would examine this file carefully and advise me what should be said to the Director General about it.

Sincerely yours,

E.M. ALVORD.

J.P. Code, Esq.,
Railway Board of Adjustment Number 1,
U.S. Railroad Administration.

E.M.A.ACW:
File, ACW.

E38-14/17

November 5, 1920.

Mr. John L. Long,

Dear Sir:

I have received this day from you your brief relative to the application of train orders for back pay which is accepted without prejudice to the rights of the Director General or the applicants.

Yours very truly,

E M Edwards

EMA-Cha

E 38-18/17

MR. HARAHAN: November 5, 1920.

John Long, the Counsel for Train Porters came in to see me yesterday in an attempt to appear before Judge Payne.

I told him there was only one way to get his case before Judge Payne and that was to make a written submission which he has done and which I have accepted without prejudice to the rights of the Director General or the applicants.

I think you had better go over this carefully and make a brief presenting the position of the Administration in regard to this matter and we will then submit it to Judge Payne for a final decision.

E.M.A.

E.M.A.ACW:
File, ACW.

File to Mr. Harahan.

E 38-48/17

November 5, 1920.

Mr. John L. Long,

Dear Sir:

I have received this day from you your brief relative to the application of train orders for back pay which is accepted without prejudice to the rights of the Director General or the applicants.

Yours very truly,

EMA-cba

150809

UNITED STATES RAILROAD LABOR BOARD

CHICAGO, ILLINOIS

R. M. BARTON, CHAIRMAN
HORACE BAKER
J. H. ELLIOTT
JAS. J. FORRESTER
G. W. W. HANGER
HENRY T. HUNT
W. L. PARK
ALBERT PHILLIPS
A. O. WHARTON

C. P. CARRITHERS
SECRETARY

October 18, 1920.

Director General
of Railroads

Hon. Jas. M. Mead, M. C.,
House of Representatives,
Washington, D. C.

Dear Sir:-

Your communication bearing date of October 10th addressed to the Director General of Railroads, with regard to conditions at Buffalo, in connection with employes of the Pullman Car Company has been referred to the United States Railroad Labor Board.

Beg to advise the matter will be placed in proper channel for consideration.

Yours truly,

C P Carrithers

Secretary.

10/010

Copy to:
Mr. E. M. Alvord,
Assistant to Director General,
U. S. Railroad Administration,
Washington, D. C.

150603

File
S

E 38-18 17.

October 15, 1920.

My dear Congressman:

This will acknowledge receipt of your letter of the 10th inst., addressed to the Director General of Railroads, relative to conditions existing in the Pullman Car Company of Buffalo with reference to their relations to their employees.

As the Railroad Administration has no jurisdiction, I am taking the liberty of referring your letter to the U. S. Labor Board, Kessler Building, Chicago, Illinois, who, I am sure, will give your letter the necessary attention.

Sincerely yours,

E. H. A.

Honorable James M. Mead,
House of Representatives,
Washington, D. C.

AWS:IVM

Referred to

The U.S.Labor Board,
Kessler Building,
Chicago, Illinois.

COPY EXHIBIT

File

E 38-18/14

June 11, 1920

for Mr. Lake:

Mr. Joseph T. Sherier, office Southern Building, city, and Mr. Joseph L. Long of Richmond, Virginia, both attorneys, called on the Director General today in behalf of certain colored train porters on the Southern Railway and the Seaboard Air Line, claiming that they had had the matter up in the regular way on the claim that these colored porters did in fact perform the same services as brakemen and therefore were entitled to brakemen's pay.

They stated further that, as to the men on the Southern, you stated to them that the Regional Director had been instructed to instruct the Federal Managers to comply with certain Interpretations in this connection but that Mr. Ceapland had finally advised them that these men were not in fact brakemen under the General Orders and Supplements.

I have no doubt you are perfectly familiar with this matter and wish you would tell me something about it.

E.M.Alvord

Q

April 15, 1920.

E 38-18/17

for Mr. Brown:

I have read your memorandum of April 14 with draft of letter to Mr. Prince relative to the train porter question and have no additional suggestions to make.

M.B.C.

mbc rr

7

x RR

JOHN L. LONG
ATTORNEY-AT-LAW
AMERICAN NATIONAL BANK BUILDING
RICHMOND, VIRGINIA

Form G-19

UNITED STATES RAILROAD ADMINISTRATION
DIRECTOR GENERAL OF RAILROADS

FILE NO.

SUBJECT:

April 15, 1920.

E 38-14/17

MEMORANDUM for Mr. LaRue Brown:

The draft of letter to Mr. Prince relative to the negro porter matter, accompanying your memorandum of the 14th, is, I believe, in accordance with oral understanding of yesterday, and I think properly presents the matter.

C. S. Lake.

cc to -

Mr. Clagett.

Form G-19

FILE NO. E38-18/17

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT: Suits by train porters. April 14, 1920.

MEMORANDUM for Messrs. Clagett,
Lake.

I hand you, for comment and suggestions, draft of letter to Mr. Prince, in which I have tried to embody the agreement reached at our conference this morning.

LaRue Brown.

Note

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

WASHINGTON

DIVISION OF LAW

E. MARVIN UNDERWOOD, GENERAL COUNSEL
LARUE BROWN, GENERAL SOLICITOR

April 14, 1920.

Dear Mr. Prince:

I have gone over, with Mr. Clagett and Mr. Lake, the question of the pending suits by train porters.

It is our opinion that in equity nothing is due from the Railroad Administration to these men. Supplement 26 was made by the Director General upon the representation that it would put an end to this class of claims, and it was made retroactive to November 1, 1919, and to that date only, in order to clear up the situation. In view, however, of all the circumstances, you are authorized, in cases where a showing can be made which satisfies you that the claimant in fact did perform with regularity the more important of the duties referred to in Supplement 12, to settle such claims by paying a sum not greater than the difference between the wages actually paid and those which would have been earned had the scale set by Supplement 26 been in effect during the period between January 1, 1919 and the date upon which instructions were issued on the various divisions that train porters should no longer perform the duties of brakemen.

Cases which do not fall within the foregoing description, or in which a settlement on these terms cannot be made, should be allowed to take their course.

Very truly yours,

General Solicitor.

S. R. Prince, Esq.,
General Solicitor, Southern Railway System,
Washington, D. C.

Copy to:
Mr. Clagett,
Mr. Lake.

E38-14
17

March 20, 1920.

Dear Mr. Long:

On behalf of the Director General I beg to acknowledge receipt of your letter of the second instant relative to the claim of Train Porters of the Richmond, Fredericksburg, and Potomac Railroad for back pay from June 1, 1918 to April 23, 1919, in accordance with the provisions of Supplement No. 12.

I am just in receipt of advice from Mr. Wm. H. White, President of the R. F. & P., that these claims have all been adjusted on a compromise basis mutually satisfactory.

Sincerely yours,

M. B. C.

Mr. John L. Long,
Attorney at Law,
American National Bank Bldg.,
Richmond, Virginia.

3/24/20
File

Form G-[illegible]

FILE NO.

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

Office of Director General of Railroads
MAR 22 1920

SUBJECT:

March 20, 1920.

MEMORANDUM for Mr. Brice Clagett:

Referring to your memorandum of the 5th to Mr. Tyler and returning accompanying letter from Mr. John L. Long, regarding proposed settlement of the claims of the Train Porters of the Richmond, Fredericksburg & Potomac Railroad for back pay under Supplement No. 12.

I am in receipt of advice from President Wm. H. White, of the R. F. & P., that these claims have all been adjusted on the basis of $500. plus $100. attorney's fee to each of the Porters involved, for those who made full time, and to those who made less than full time, proportionately less.

I am attaching hereto for your signature a draft of a proposed reply to Mr. Long's letter, which is also attached.

C. S. Lake.

March 19, 1920.

E 38-18
Sup 7

My dear Mr. Dermody:

With reference to your communication to the Director General dated February 10, 1920, forwarding Recommendation No. 152 of the Board of Railroad Wages & Working Conditions with reference to wages and working conditions of sleeping and parlor car porters on railroads and Pullman Car Lines which were under Federal operation up to March 1, 1920, this is to advise that it has been decided that this Recommendation, which was received by the Director General personally on February 28, will not be put into effect. It was proposed to make the amendment effective February 1, 1920. This has not been deemed practicable for the reason that the working conditions affected could not be reconstructed for the month of February and no actual status could have been established so as to be in effect at the time the railroads returned to private control on March 1, 1920.

Sincerely yours,

Mr. J. J. Dermody,
Chairman, Board of Railroad Wages and Working Conditions,
Washington.

mbc rr

7 PR.

March 5, 1920.

E 38-18/12

for Mr. W.T.Tyler:

Herewith is a letter from Mr.John L. Long, attorney of Richmond, Va., in regard to a proposed settlement of the claims of train porters of the Richmond, Fredericksburg & Potomac Railroad for back pay under supplement No. 12.

Will you please have prepared for my signature any response which you think should be made to Mr. Long's letter.

M.B.C.

he-ms

3/8/20
File

FILE HE

E38-18 #17

February 28, 1920.

for Mr. Tyler:

Please note attached memorandum of 26th instant signed by Mr. Carter and on your behalf by Mr. Walber, and also papers therewith, relating to Recommendation No. 152 of the Board of Railroad Wages and Working Conditions.

This came to my attention for the first time after 5 o'clock this afternoon. The recommendation seems to disallow practically everything which has been sought, except two questions pertaining to working conditions.

I do not see how at this time I can satisfactorily pass upon a matter of this sort. The proposal is to make the order effective February 1st, 1920. Of course the working conditions affected cannot be reconstructed for the month of February, and no actual status can be established so as to be in effect at the time the railroads return to private control. It therefore seems to me that any action I might take would be merely confusing and would be without adequate justification.

My view is that there must come a time when the Railroad Administration must cease undertaking to change the status of employees on lines which have been under Federal control, and that that time has certainly come.

Perhaps there may be other recommendations coming along from the Wage Board and I think there is involved an important question of policy.

I would like to have your suggestions on this subject. I will then take the matter up and get Mr. Carter's suggestions also.

W. D. H.

G

7. MG

Original on E38-18 F

Form G

FILE NO.

E 38-18/17

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT: Recommendation No. 152 of Board of R.R.W.& W.C.

Washington, February 26, 1920.

MEMORANDUM FOR THE DIRECTOR GENERAL:

Returning herewith Recommendation No. 152 of the Board of Railroad Wages and Working Conditions, dealing with wages, hours of service and working conditions of Porters on sleeping and parlor cars operated by railroads and the Pullman Car Lines in Federal Operation:

The representatives of the Porters presented requests in September, 1919, shortly after the issuance of Amendment No. 1 to Supplement No. 17 to General Order No. 27. The two organizations presenting separate requests on behalf of the Porters were the Railroad Men's International Benevolent Industrial Association and the Sleeping Car Porters' Union. Hearing on these requests was held on December 1, 1919.

As the requests of the employes comprehended several features we are summarizing them briefly in the same manner as shown by the Wage Board:

NO. 1 - RATES OF PAY:

Employes requested a progressive scale of wages, ranging from $67.20 to $81.60, stepped up on the same service periods as are in effect for Conductors. They requested that the minimum rate be fixed at $67.20 as against $60.00 at present.

Employes based their contention for increased rates on the high cost of living and on equal treatment as compared with Conductors. They sclaim that a progressive scale of wages should be adopted for Porters so that proper recognition can be given to increased efficiency through years of service. Further, that an adequate living wage should be fixed without consideration to the gratuities, as they are a variable factor in determining the monthly earnings.

On page 8 of the Recommendation the Board shows the increases granted Porters under Supplement No. 17. These increases amount to an average of $28.07 per month over January 1, 1918, an average of 82%, which compares favorably with increases granted other employes in railroad service. The report states that the present rates under Supplement No. 17 coupled with the gratuities produces compensation on some of the heavily patronized runs amounting to from $200.00 to $300.00 per month. To grant the increases requested would entail an additional expense of $1,800,000. per annum. The Board states that while Supplement No. 17 granted a flat increase of $25.00 per month, in addition to a minimum rate, the actual increase in earnings over January 1, 1918 is less than $25.00 for employes who received the 10% war bonus and the so-called good behavior bonus of one month's pay in 1917. There were approximately 97% of the Porters that received the good behavior bonus. Consideration of the bonus feature was given to Conductors at the time Amendment No. 1 to Supplement No. 17 was issued and the increases in the minimum monthly rates under this amendment were granted

with a view of comprehending such prior bonus allowances. The table on page 10 shows the effect of the bonus allowances and the amount necessary to give Porters the same average increase of $30.86 per month which it is estimated the Conductors received under Amendment No. 1. While the Board states that this feature may be worthy of consideration, they feel it is impracticable to compare the Porters with the Conductors due to lack of definite information as to the amount of gratuities which is a controlling element in arriving at the compensation earned by Porters. However, one of the reasons for reconsidering the wages of Conductors was to establish rates sufficiently in excess of the Porters' earnings to recognize the difference in the responsibilities and duties of the two branches and as 97% of the Conductors had participated in the good behavior bonus in 1917 it was felt that such bonus allowances should be comprehended in the reconsideration even though Supplement No. 17 eliminated bonus payments of all descriptions.

The Board feels that the Director General's letter of August 26, 1919, precludes it from making any recommendation in the matter of increase in rates.

We recommend that pending final disposition of the general question of wages for all classes of employes that no change be made in the rates for Porters as set forth in Supplement No. 17.

NO. 2 - REQUEST FOR 240 HOUR BASIC MONTH:

Two requests were presented covering the basic month's work. The Railroad Men's International Benevolent Industrial Association asked for a 240 hour basic month and the Sleeping Car Porters' Union asked for a 300 hour month. The employes base their contention for 240 hours on the principle of the 8-hour day as set forth in General Order No. 27 and on the plea that present hours are excessive and do not permit of employes obtaining proper rest. They admit, however, that their request for 240 hours is not intended to limit the hours per month of Porters to that number but to accord them in principle the same treatment as was accorded Conductors. The request of the Sleeping Car Porters' Union was for a 300-hour month with overtime thereafter.

The Pullman Car Lines representatives state that a 240 hour month for Porters would be impracticable in sleeping car service and that the employes would be opposed to a curtailment of their trip which would deprive them of the gratuities received at destination. This latter statement was also made by the employes' representatives. Representatives of the Pullman Car Lines further state that it would be impossible to entirely comply with a strict 240 hour per month provision and that regardless of any adjustment in runs that overtime would still accrue. It is estimated by the Pullman Car Lines that a 240 hour month would cost approximately $2,000,000. per annum through increase in force and unavoidable overtime.

The Board states, in regard to claim of Porters that their conditions of service entitle them to equal consideration with conductors in the matter of hours of service and working conditions, that the records show a wide variation as between the two groups in the manner of operation. There were in December,

1919, a total of 1375 sleeping and parlor car runs in operation and of this number 103 runs or 7½% were the only runs on which the Conductors and Porters made the same trips and had the same layovers. On 112 runs, or 8%, the Conductors and Porters operate between the same points but have different layovers due to service requirements. On 1160 runs, which is over 84% of the total runs, the Conductors and Porters do not run between the same points or over the same territory. In view of the record it is not thought that the service requirements of the two classes is comparable. As to the average hours per month worked by Porters an analysis of 50 typical runs during November, 1919, shows 290¼ hours, which is the net number of hours from time required to report until finally relieved at destination. On page 16 is table showing the effect of the 240 hour basic month as applied on 10 typical runs. Using these 10 runs as a basis it would necessitate an increase of 30-1/3 per cent in the number of men, or approximately 2330 additional Porters, at an annual expense of $1,879,000. to comply insofar as possible to the 240 hour month.

The Board feels that the service requirements demand that the Porters accompany cars to destination, and that as the Porters' representatives stated that the men did not desire a curtailment of their present assignments, the request for the basic 240 hour month is for purposes of increased compensation rather than shorter working periods. They call attention on page 17 to Supplement No. 2 to General Order No. 27, which recognized the impracticability of applying the 8-hour principle to the Pullman Car service.

We concur in the Board's position that the adoption of any rule requiring the payment of overtime after any number of hours which it is admitted must be exceeded in order to enable Porters to accompany cars to destinations would be detrimental to the service and employes' interests and inconsistent with the principle upon which the payment of overtime is based. We therefore recommend that the present mileage basis as set forth in Supplement No. 17 be continued.

NO. 3 - ENTERING OR RE-ENTERING SERVICE:

The rule requested by Porters is in connection with their proposed progressive scale of wages and is the same rule as is now in effect for Conductors.

The Board states that as no recommendation is made for adoption of the progressive scale of wages no action is necessary on this rule as it is applicable only where progressive scale is in effect.

NO. 4 - OVERTIME:

This is covered by the remarks under Item No. 2.

We concur in the position taken by the Board and recommend that no change be made in present rules.

NO. 5 - PRESERVATION OF RATES:

The rule requested by the Railroad Men's International Benevolent Industrial Association is the same as Article VII of Amendment No. 1 to Supplement No. 17 for Conductors except that Porters request that when placed in charge of one car performing Conductor's work they shall be paid one-half of Conductor's pay in addition to pay as Porter, and if placed in charge of more than one car to be paid full Conductor's rate. The request of the Sleeping Car Porters' Union was for $15.00 per month above the rate of Porter for "Porter-in-charge".

The Board believes that the present basis of compensation for Porter-in-charge is fair and equitable and that no change is warranted. There are but two runs in the country where Porters have charge of more than one car. Where in charge of one car they are paid at present $70.00 per month, which is $10.00 in excess of the going rate for Porters and they have the same opportunities for gratuities.

We concur with the Board and recommend that no change be made in present rules.

NO. 6 - REST PERIOD:

Request that Porters be given the same rest period en route as is granted Conductors when running with Conductors.

The Board feels that it would be impracticable to grant a rule of this kind as the service requirements are different for Porters than for Conductors. Inasmuch as on 84% of total assignments the Porters do not run with the Conductors the rule would be favoring only a small portion of employes and those that have the shorter runs.

We concur with the Board that the matter of rest periods is an operating matter and that in the interest of efficiency the Porters should be granted the maximum amount of rest possible.

NO. 7 - BEGINNING AND ENDING OF DAY:

Employes request that pay shall commence from time reporting for duty at office for assignment or at car when assigned and shall end at terminal if allowed to leave car immediately or one hour from time last passenger is discharged when required to accompany car back to yard.

The Board feels that the provisions of Supplement No. 17 amply protect the employes and guarantees them adequate compensation for preparatory and terminal service.

We concur with the Board that no change in present rules is warranted.

NOS. 8, 9, and 10 - CALLS AND STATION SERVICE:

The Railroad Men's International Benevolent Industrial Association request rules similar to those in effect for Conductors under Article V of Amendment No. 1 to Supplement No. 17. The Sleeping Car Porters' Union propose a rule for paying extra employes at regular established rate when road service is performed and a minimum of $90.00 per month for terminal assignments or deadheading.

The Board feels that the present rule for Conductors when performing extra and station service would be an equitable basis for Porters and recommend that the rule be applied to Porters.

We concur in the Board's position and recommend that the provisions of Article V of Amendment No. 1 to Supplement No. 17 be extended to Porters performing extra and station service.

NO. 11 - TWENTY DAY MONTH:

The proposed rule is for 20 calendar days or less to constitute a month if at least 240 hours have been served. Where Porter works in excess of 20 days he shall be paid extra therefor on the basis of 20 days.

The Board believes that such a rule is unnecessarily restrictive and would seriously interfere with the operation of the service. Many employes would arbitrarily refuse to work over 20 days and this would require a large extra force to protect the service.

We concur with the Board that such a rule is restrictive and detrimental to the service and should not be granted.

NO. 12 - RELIEF PERIOD:

The rule proposed is the same as that in effect for Conductors under Article VIII of Amendment No. 1 to Supplement No. 17.

The Board sees no objection in extending the Conductors' rule to Porters.

We concur in this as the same rule is practically in effect for Porters under Article VIII of Supplement No. 17.

In addition to the foregoing certain other features were embodied in the requests of the Porters. The Railroad Men's International Benevolent Industrial Association proposed certain rules governing promotion, seniority, discipline and grievances but the Board feels that as these matters are amply provided for under Supplement No. 17 no further consideration is warranted. The Sleeping Car Porters' Union requested that Porters and waiters operating on cars where lunches and drinks were served be paid 3% of their monthly salary in addition,

which was the practice prior to issuance of Supplement No. 17. The Board feels that no action on this request is necessary as it is their understanding that the Porters are at present receiving such commission in accordance with past practices. Another request of the Sleeping Car Porters' Union was for a rate of $5.00 per day for special car service, the 24 hour period to include 6 hours sleep.

The Board states that the employes submitted no definite argument in behalf of the proposed rule but it is assumed that the high rate was requested to offset the gratuities received in public service. The Board believes that the present rules governing special car service adequately compensate the employes assigned to that service and recommend that no change be made.

We concur in the rules recommended by the Board, as shown on pages 24 and 25 and have accordingly prepared Addendum No. 2 to Supplement No. 17 to General Order No. 27, which we recommend for your approval.

W. T. Tyler
W. H. Barter

UNITED STATES RAILROAD ADMINISTRATION

Washington, D.C., February 26, 1920.

AMENDMENT NO. 2 TO SUPPLEMENT NO. 17
TO GENERAL ORDER NO. 27.

Effective February 1, 1920, it is hereby ordered that the following Articles shall supersede and be substituted for the Articles of the same numbers in Supplement No. 17 to General Order No. 27 applying to porters on railroads and Pullman cars in Federal operation. Except as changed hereby, Supplement No. 17 to General Order No. 27 remains in full force and effect for such employes.

ARTICLE V.

Station Duty, Loading Trains, and Extra Service.

(a) When required to perform station duty or to load trains on other than their own assignment, porters shall be allowed four hours' pay for four hours' service or less, eight hours' pay for over four hours and up to eight hours' service, at the hourly rate provided in Article IV of Supplement No. 17 to General Order No. 27, and thereafter on the actual minute basis.

(b) Extra porters performing road service in the place of a regularly assigned porter or on an extra assignment shall be paid the compensation a regularly assigned porter would receive for the same service, which will be determined, in the case of a regularly assigned run, or a trip over the same district, by dividing the monthly wage by the number of trips (initial terminal to final terminal) required for a month's work; for a trip where there is no regular assignment (except extended special tours) the compensation will be determined by multiplying the time on duty by the hourly rate provided in Article IV of Supplement No. 17 to General Order No. 27. The minimum allowance for the latter service will be eight hours. For the purpose of calculating time under this section where time ends at first station shown in working time-table after midnight, the trip will not be considered as completed until arrival at terminal.

(c) A porter used on other than his regular assignment shall be paid not less than he would have received on his regular assignment.

ARTICLE VIII.

Relief Period.

Not less than ninety-six (96) hours off duty each calendar month in twenty-four (24) consecutive hour periods, or multiples thereof, will be allowed on night runs at designated home terminals, and also on day runs where the porter's assignment and service does not permit of at least twelve (12) consecutive hours off-duty period at their designated home terminal each forty-eight (48) hours. Porters required to work on assigned layover days will be paid extra therefor in addition to monthly wage, as per sections (a) and (b) of Article V of this amendment.

W.G.

DIRECTOR GENERAL OF RAILROADS.

February 26, 1920. E38-18/17

for Mr. W. T. Tyler:

Please note the attached letter from Mr. John L. Long of Richmond, Virginia, who claims that the Federal Manager of the R. F. & P. Railroad made and offer for settlement on a basis of $25 per month for Train Porters under the provisions of Supplement No. 12 which was declined.

This letter has not been acknowledged.

M. B. C.

fcl-kl

FILE F C L

2/26/20
File

February 26, 1920.

E38-18/17

for Mr. W. T. Tyler:

Will you please note the attached letter from the National Secretary of the Sleeping Car Porters Association, making inquiry as to transportation for organizers of organized labor.

Please have a reply prepared for my signature.

M. B. C.

fcl-kl

2/26/20
File

E 38-18/17

February 17, 1920.

My dear Mr. Mead:

With reference to the talk which you and Mr. Smith had this afternoon with Mr. Walber of the Railroad Administration relative to the pay of certain supervisory forces of the Pullman Car Lines at Buffalo who, it is claimed, have not been given increases commensurate with the increases given to the same classes of supervisory officials on the railroads, this is to advise that this subject has been carefully considered again, and the conclusion has been reached that it will be impracticable for the Railroad Administration to take any steps looking to increasing the pay of such men between now and March 1st when the railroads and the Pullman Car Lines go back to private control. Throughout Government control the salaries of these supervisory officers of the Pullman Car Lines have been fixed by the Federal Manager of the Pullman Car Lines rather than directly by the Railroad Administration, excepting the increases which these men enjoyed under General Order 27 which had not been applied to the supervisory forces of the railroads. The fact is, therefore, that the Federal Manager of the Pullman Car Lines has had the authority since August 1, 1918 to increase the salaries of these supervisory officers if in his judgment such increases were justified. It has been impossible to reach any other conclusion, therefore, but that the question of whether the salaries of these supervisory officials should be adjusted either now or after March 1st is entirely one within the jurisdiction of the officers of the Pullman Car Lines.

Sincerely yours,

Hon. James M. Mead,
House of Representatives,
Washington, D.C.

MBC-CR

7-RR

E 38.10

February 16, 1920.

for Mr. W.T.Tyler:

Will you please note the attached letter from Senator Shields with accompanying telegram from J.A.Atchley making inquiry as to status of back pay for porters on passenger trains.

Will you please see that Senator Shields is promptly advised. His letter has not been acknowledged.

H.B.C.

fel-ms

2/17/20
File

FILE F C L

February 14, 1920.

E 38-18/17

for Mr. Lake:

Will you please advise me concerning the attached letter from Mr. John L. Long, stating that the provisions of Supplement No. 12 as to back pay for Train Porters on the Southern Region are not being enforced.

M. B. C.

fcl-kl

Mr. Stoll: If not answered by Feb. 18th, call to my attention.
M.B.C.

Fil FCL

2/16/20
File

Received 4:15 PM
E.M. 2/17

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

WASHINGTON

BOARD OF
RAILROAD WAGES AND WORKING CONDITIONS

W. E. MORSE, CHAIRMAN
J. J. DERMODY, VICE CHAIRMAN
F. F. GAINES
C. E. LINDSAY
G. H. SINES
A. O. WHARTON

J. A. EMMART, SECRETARY

ROOM 812
SOUTHERN RAILROAD BUILDING
1300 PENNSYLVANIA AVENUE

February 10, 1920

Refer to Docket No. 625

Mr. Walker D. Hines
Director General of Railroads
Washington, D.C.

Dear Sir:-

Enclosed is our Recommendation No. 152, with reference to Wages and working conditions of sleeping and parlor car porters on railroads and Pullman Car Lines under Federal operation.

Very truly yours,

BY ORDER OF THE BOARD

W. E. Morse
Chairman.

Enc-
9-57

UNITED STATES RAILROAD ADMINISTRATION

BOARD OF RAILROAD WAGES AND WORKING CONDITIONS

In re: Wages and working conditions of sleeping and parlor car porters on railroads and Pullman Car Lines under Federal Operation.	RECOMMENDATION NO. 152

Washington, D. C., February 9, 1920.

Docket No. 625 .

TO THE DIRECTOR GENERAL OF RAILROADS:

Shortly after the issuance of Amendment No. 1 to Supplement No. 17 to General Order No. 27, this Board received from representatives of porters on parlor and sleeping cars of railroads and Pullman cars under Federal operation, request for increases in wages and changes in working conditions of porters commensurate with consideration given conductors in that service by that amendment. The principal organizations presenting requests in behalf of the porters were the Railroad Men's International Benevolent Industrial Association and the Sleeping Car Porter's Union. On October 2, 1919 Mr. W. L. Houston, International Attorney for the Railroad Men's International Benevolent Industrial Association, filed with this Board a petition requesting increased wages and improved working conditions which may be summarized as follows:

1. Rates of Pay. - Sleeping and Parlor Car Porters.

Length of Service	Per Month	Overtime Per Hour
First Years Service	67.20	.28
One to Two Years' Service	72.00	.30
Two to Five Years' Service	74.40	.31
Five to Ten Years' Service	76.80	.32
Ten to Fifteen Years' Service	79.20	.33
Over Fifteen Years' Service	81.60	.34
Extended Special Tours	81.60	.34

2. Two hundred forty hours or less in regular assignment to constitute a basic month's work. Deadhead hourage properly authorized to be counted as service hourage. When 240 hours have been served, the rate per month shall be specified in the respective classes, provided the man works in actual service or is aboard his car for the purpose of service or protection of car for or during a part of at least twenty calendar days per month.

3. Entering or Re-Entering Service. Employees with more than one year's cumulative experience as porters at the time of entering or re-entering service to receive as a starting rate the compensation of employees with over one year to two year's service; progressive rates dating from last time employed to be applied thereafter. Seniority in service to date from date of last time employed.

4. Overtime. Overtime to be computed on the actual minute basis and paid for all time in excess of 240 hours per month, except where the spread of the assignment of each trip is ten or more hours extending over the period between 12 midnight and 6 A. M. Actual continuous time authorized for rest each night when sleeping space is reserved shall be deducted from the continuity of time with a minimum payment of eight hours.

5. Preservation of Rates. The minimum rates and all rates in excess thereof, and higher rates authorized since January 1, 1918 tobe preserved. Wage to run with the place, except as modified by age in service as requested.

Employees other than a conductor placed in charge of one car performing conductor's work to be paid one-half the conductor's pay, in addition to the pay due him for his regular assigned work; when in charge of more than one car he shall be paid the conductor's rate of pay.

6. Rest Period. Porters to be given a period for sleeping, not less than that given conductors, when running with conductors.

7. Beginning and ending of day. Time shall begin when porters report for duty either at office for assignment or when he reports to car direct from home under assignment previously made; time shall end at terminal if permitted to leave car immediately upon discharge of passengers or one hour from time last passenger is compelled to leave car where porter must back into the yard.

8. Calls. When called for duty before expiration of regular rest period, employee to be paid for doubling out at the rates hereinbefore specified. Overtime to be paid pro rata for four hours after eight hours have been put in in any calendar day.

9. When required to perform station duty or to load trains on other than their own assignment, porters to be allowed four hours pay for four hours service, or else eight hours pay for over four hours and up to eight hours' service at the respective established hourly rate and thereafter on the actual minute basis.

10. Extra porters performing road service in place of regularly assigned porters or on extra assignments to be paid in accordance with their years of service the compensation a regularly assigned porter would receive for the same service, which will be determined in the case of a regularly assigned run or a trip over the same district by dividing the monthly wage by the number of trips required for a month's work; for a trip where there is no regular assignment, compensation to be determined by multiplying time on duty subject to deductions herein specified by respective established hourly rate. Minimum allowance for latter service to be eight hours. A porter used on other than his regular assignment to be paid not less than he would have received on his regular assignment.

11. Twenty calendar days or less to constitute a month's work if at least 240 hours have been served. When a porter or waiter works more than 20 calendar days in one month there shall be added to his pay a sum equal to the rate per calendar day paid for his class for each day worked.

12. Not less than ninety-six hours off duty each calendar month in 24 consecutive hour periods or multiples thereof will be allowed on night runs at designated home terminals, or on day runs where assignment and service does not permit of at least twelve hours off duty period at designated home terminal each 48 hours. Porters required to work on assigned layover days to be paid extra therefor in addition to monthly wage as per request No. 10.

The petition submitted by the Sleeping Car Porters Union contemplates, in addition to the establishment of progressive scale of wages and certain increases over present rates, rules governing working conditions as follows:

1. Extra employees to be paid at regular established rate when performing road work, and receive not less than $90.00 per month for terminal assignments or deadheading.

2. Except where total number of hours from time scheduled to leave terminals on first trip to scheduled arriving time at terminal or setout points on last trip, for trips constituting an assigned calendar month's work is less than 300 hours, or the employees have at least six full twenty-four hour periods off duty at home terminals, employees in sleeping, parlor, buffet, and club car service included in Article I, Section (b), shall be paid initial terminal time beginning when they are required to report and do report for duty, and carried until they are relieved from duty, or for one hour after arrival of trains in which cars are handled, if passengers are discharged on arrival of trains at destinations. Sleeping time en route to be carried as continuous time.

3. Bonus payments of all descriptions paid in addition to established wages, shall be discontinued from the date of issuance of this supplement, except to porters or waiters operating on cars in which lunches and drink are sold who shall receive three per cent of their monthly salary as before the application of Supplement No. 17 to General Order No. 27.

4. Porters operating on established "in-charge" lines to receive fifteen dollars per month additional according to time of service and to be paid at this rate if operating any part of this time with a conductor.

5. Regular line porters now operating in established lines where the total number of hours are less than 300 hours in each calendar month shall not be required to perform additional service to offset the difference in time and shall be paid the regular established rate for the established number of trips in each line during each calendar month.

6. Special car service to be paid at the rate of $5.00 per day and each porter so assigned to have six hours sleep during each 24 hours; that is $5.00 a day for eighteen hours work with six hours between time for sleeping and to be paid at this established rate beginning when they are called to report and do report for this service, and carried until they are enabled to resume operation.

The officers of the organizations presenting the foregoing petitions were furnished a copy of your letter of August 26th, and their attention called to the fact that pending the efforts of the government to reduce the cost of living the Board was not authorized to consider claims for general increases in wages, but were not precluded from giving consider-

ation to questions of adjustment properly submitted by the various classes of employees or subdivisions thereof, which upon the facts produced, were believed to be proper to secure impartial treatment for all employees of the Railroad Administration. The Board was subsequently advised that the organizations representing this class of employees were prepared to present their case on a basis of equal treatment in line with the policy outlined in your letter of August 26th, and requested that a date be set for hearing.

Pursuant to notice, hearings commenced December first, and representatives of the sleeping and parlor car porters, railroads, and Pullman Car Lines appeared before the Board, and in order that your instructions of August 26th outlining the present scope and authority of this Board would be fully understood, it was again called to the attention of those present.

The following is an abstract of the statements made by the representatives of the organizations whose membership includes sleeping and parlor car porters:

Statement of Mr. W.L.Houston, - International Benevolent Industrial Association.

The high cost of living makes it impossible for mento live on the present salaries. Wages of porters do not compare favorably with any other class of labor, and increases granted over January 1, 1918 are considerably less than those granted sleeping and parlor car conductors. The difference in salary between the conductors and porters in this service is much greater than is justified, and while it is understood that porters receive a considerable amount in gratuities, this is also true of the conductors. It is believed that porters would prefer a living wage rather than be dependent upon the uncertainty of tips, but there is no practical way of eliminating the granting of such gratuities. The average rate of pay of porters in 1917 was $25.00 per month and conductors $75.00 per month. The present average rates of pay are $60.00 and $148.00 per month. The differential in rates that existed in 1917 was not a proper one, and it is believed that the porter is entitled to more than one-third of the conductor's salary. It is also requested that the Board establish for sleeping and parlor car porters progressive scales of wages similar to those in existence for conductors in that service, as a porter who has been in the service for five or ten years is a greater asset to the company than a man of less experience, and should receive compensation commensurate with his ability and experience.

When porter is placed in charge of a car, it is assumed that he is as competent as a conductor, and after performing the duties of a conductor he should be given conductor's wage. Porters performing these duties are paid but $75.00 per month, whereas minimum rate for conductor would be $125.00 per month.

Porter and conductor are performing work under conditions sufficiently similar to justify equal consideration as to hours of service, working conditions, and rest periods. Tips in 1914 were considerably in excess of those received at present, due presumably to the different class of passengers handled. Porters should also receive same consideration as conductors as to seniority and promotion.

Employees in charge of broiler, buffet and club cars are performing a service which is a combination of porter, waiter and cook and they should receive compensation commensurate with their duties and responsibilities.

Statement of Mr. R. L. Mays, President International Benevolent Industrial Association.

Calls attention to increase in rents and cost of living. The position of porter pays more than the stipulated salary, on account of tips, but by strenuous effort and under laborious conditions he has received as high as $75.00 a month from this source.

It is his opinion that the wages of porters and average amount of gratuities received would not aggregate earnings that would compare favorably with section men and are not sufficient to meet the high cost of living. The requirements as to character and general appearance of a porter are more exacting than those of a section man, and the latter employees do not incur expenses away from home. After a man has acted in the capacity of a porter for fifteen or twenty years, he is physically unfit for the work of a laborer, and while there are many applications for the position, it is probably due to the work being more congenial that it is preferred to that of common labor. The progressive scale of wages should be extended to the porter; and the same reasons obtain in this branch of the service to justify increases based upon greater experience and ability as obtain in the service of conductors. Would be willing to have tips eliminated if pay was made sufficient to meet the high cost of living.

Statement of Mr. F. L. Barnett, Attorney, Brotherhood of Sleeping Car Porters Protective Union.

Extra employees should be paid at regular established rate when performing road work, and should receive not less than ninety dollars per month for terminal assignments or deadheading because employees assigned to station duty receive no tips and $2.00 a day is not sufficient wages. The present hours of service conditions should

not be disturbed, and no deduction for rest or sleeping should be made until 300 hours have been worked. Overtime should be paid for all time in excess of 300 hours minus authorized deduction period. Present mileage requires service considerably in excess of 300 hours on many runs, according to speed of train; and mileage is not an equitable basis of compensation. Increases in miles or hours should not be made on present runs to require the full 300 hours service. Bonus payments should be discontinued except to porters or waiters operating on cars in which lunches and drinks are sold, who should receive 3% on sales, the same as prior to the application of Supplement No. 17.. Porters in charge should receive at least $15.00 a month more than porters on regular cars. Special car service should be paid at the rate of $5.00 a day, and porters so assigned should be guaranteed six hours sleep after eighteen hours service. This rule not to apply to porters regularly employed in private car work. The travelling public now consider the porter well paid, and tips are, therefore, smaller. The large number of applicants for the position is due to the congeniality of employment, but many men entering the service find themselves unfit for strenuous physical labor after ten or fifteen years. Under present seniority system employees get the desirable runs after many years of service, but these runs are usually so heavy that the older porters are unable to meet the requirements of same. The progressive scale would insure earnings for porters, commensurate with their skill and experience, and avoid the necessity of bidding in the runs on which the volume of traffic is heavy and tips are large, at a time of life when they should be seeking less arduous employment.

In addition to the foregoing, other witnesses for the employees testified as to the inadequacy of wages and long hours of service. After the representatives of the employees had been heard, representatives for the railroads and Pullman Car Lines submitted testimony and data as to the effect of the employees' proposals. Each of the employees requests will be covered seriatim and the position of this Board thereon fully set forth, viz.:

Request No. 1. Rates of Pay. The employees maintain that the rates of pay requested are necessary in order to enable them to meet the increased cost of living; and that there is no good reason why the porters should not receive the benefit of a progressive scale of wages which would recognize the experience and superior ability of porters of long service. The following statement shows the rates of pay of the porters in each class

of service operated by the Pullman Car Lines January 1, 1918, after Supplement No. 17, and the amount and per cent of increase over January 1, 1918:

Class of Service	RATES OF PAY Jan.1,1918	RATES OF PAY Supplement No. 17	INCREASE Amount	INCREASE P. C.
Standard Sleeping Car Porters	$30.00	$60.00	$30.00	100
Parlor Car Porters	35.00	60.00	25.00	71
Tourist Car Porters	40.00	65.00	25.00	63
Composite and Boiler Car men and porters in charge of one car	45.00	70.00	25.00	55
Porters in charge of more than one car	45.00	125.00	80.00	178
Average (weighted)	34.17	62.24	28.07	82

This statement shows that the increases over the flat rates in effect January 1, 1918 compare favorably with those granted other employees in railroad service under the provisions of General Order No. 27 and its various supplements, and that the percentage of increase was considerably in excess of that granted any other class of employees. It is the employees' contention, however, that porters have always been underpaid and that their salary on January 1, 1918, which was but one-third of that paid to the conductors, was inadequate and out of proportion to the comparative duties and responsibilities of the two positions. The representatives of the Pullman Car Lines state that the wages which the porters are now receiving are quite adequate, and, coupled with the gratuities which they receive from the traveling public, porters on the heavily patronized runs earn from $200. to $300. a month, or considerably more than conductors.

The following statement shows the financial effect of the establishment of the rates proposed by the Railroad Men's International Benevolent Industrial Association:

Service Period	Number of Men	Monthly Rate	Total Compensation
First Years Service	1,344	$67.20	$90,316.80
One to Two Years	768	72.00	55,296.00
Two to Five Years	1,536	74.40	114,278.40
Five to Ten Years	2,036	76.80	156,364.80
Ten to Fifteen Years	1,037	79.20	82,130.40
Over Fifteen Years	960	81.60	78,336.00
	7,680		$576,722.40

On this basis, the total payroll for wages of parlor and sleeping car porters would be $6,920,668.80 per annum, or an increase of $1,111,067.64 over the present payroll. In addition to the expense involved in the flat increases in wages, there would also be about $700,000. required to comply with the provisions in relation to pay for porters-in-charge and extended special tours, making the total additional cost of the employees' proposals per annum about $1,800,000.00.

The flat increases accruing to these employees compare favorably with those granted other employees in railroad service under the provisions of General Order No. 27 and its various supplements, but the actual increase in earnings over January 1, 1918, is less than $25.00 per month for those employees who received the good behavior and war bonuses. All employees in the Pullman service received 10% war bonus in the year 1917, and about 97% of the conductors and 91% of the porters received the so-called good behavior bonus of one month's salary per annum. There is attached statement showing increases accruing to conductors under amendment No. 1 to Supplement No. 17 over flat rates plus bonus allowances January 1, 1918, - an average of $30.86 per month. The following statement shows for porters in each class of service operated by the Pullman Car Lines, on January 1, 1918, the flat rate of pay, and earnings accruing to about 91% of such employees in the form of bonus of one month's salary per annum for good behavior and ten per cent war bonus awarded for the year 1917; flat rates of pay per month after application of Supplement No. 17; and increases

over January, 1918:

Class of Service	No. of Men	RATES OF PAY: Jan. 1, 1918. Flat Rate	Plus G.B. Bonus	Plus G.B. & 10%W.B. Bonus	Sup.#17 to G.O.27 No. of Men	Flat Rate	Increase per month over 1918 plus bonuses	Amt. necessary to equalize with conductors increase (30.86)
Standard Sleeping Car Porters	5116	$30.00	32.50	35.50	6408	60.00	24.50	6.36
Parlor Car Porters	824	35.00	37.92	41.42	1094	60.00	18.58	12.28
Tourist Car Porters	1591	40.00	43.33	47.33	529	65.00	17.67	13.59
Composite & Boiler Car Men & Porters in charge of one car	1034	45.00	48.75	53.25	213	70.00	16.75	14.11
Average	8565	34.15	36.99	40.41	8244	60.58	20.17	10.69
Porters in charge of more than one car	15	45.00	48.75	53.25	2	125.00	71.75	-

This statement shows that in view of the bonuses paid on January 1, 1918, and not taken into consideration at the time of issuance of Supplement No. 17, the flat rates established thereby did not aggregate $25. a month, being from $16.75 to $24.50, except for porters in charge of more than one car, who, by reason of the change in rules governing their compensation received an increase of $80.00 in the flat rate and $71.75 over the flat rate, plus the two bonuses.

The total number of porters eligible to participate in the extra month's pay or so-called good behavior bonuses in 1917 was 6170, and of these 5,668, or 91.8% received the extra month's pay or a proportion thereof. While on a basis of equal treatment with conductors this might justify further consideration of the wages and working conditions of porters, lack of definite information in relation to gratuities and the absolute necessity of considering this source of compensation makes it impracticable to compare the two branches of service from the standpoint of wages.

One of the reasons for reconsidering the wages of conductors and the subsequent promulgation of Amendment No. 1 to Supplement No. 17 was to establish wages for conductors sufficiently in excess of the earnings of porters to recognize their more important duties and responsibilities. There are varying estimates as to the amount of gratuities received by porters, but it is believed they will average from $50. to $150. per month. This would mean earnings on a basis of conservative estimate of from $110.00 to $215.00 per month.

The differential between the average flat rates of conductors and porters on January 1, 1918 was $63.85 and at present it is $85.89. Conductors have received, under Amendment No. 1 to Supplement No. 17, over rates of pay and bonuses in effect January 1, 1918, average increase in monthly compensation of $30.86 or 26%. To apply the same percentage of increase to the average flat rate paid porters on January 1, 1918 would establish average rate of $43.03; and to apply the same percentage of increase to flat rate plus bonuses received January 1, 1918 would establish rate of $50.92. Bonuses of all description were abolished in this service by Supplement No. 17, and it was also stipulated therein that they should not be regarded as any part of the regular compensation upon which to base increases. However, in view of the fact that 97% of the conductors in Pullman service received bonuses for good behavior, and all employees having received a ten per cent war bonus, it was felt that these bonuses formed a part of their regular compensation, and some consideration was given to this fact when amendment No. 1 to Supplement No. 17 was issued.

The employees contend that the gratuities received have decreased considerably by reason of the falling off in the travel, and also on account of the different class of patronage that is served. It is found from the statistics available that it is not a fact that travel is falling off and the following statement shows that the average number of passengers per car trip in 1919 was 19.3 as compared with 12.8 in 1914. The figures for 1919 are based upon twelve months ending October 31, which is the latest period for which they are available:

Class of Service	Year Ending December 31, 1914	Year Ending Oct. 31, 1919
Standard Sleeping Cars		
Total Passengers	17,272,982	26,206,683
Number of Trips	998,115	1,109,531
Average Number of Passengers per trip	17.3	23.6
Parlor Cars		
Total Passengers	7,688,291	8,139,347
Number of Trips	391,885	301,310
Average Number of Passengers per trip	19.6	27
Composite Cars		
Total Passengers	107,328	174,126
Number of Trips	37,223	31,132
Average Number of Passengers per trip	2.9	5.6
Tourist Cars		
Number of Passengers	1,060,007	2,278,849
Number of Trips	54,435	134,081
Average Number of Passengers per trip	19.5	17

It will be noted that the only class of service in which the number of passengers handled show a decrease was in the tourist car service, and in view of the comparatively small proportion of the whole that service represents, this condition will not affect the general result very materially.

The reduction in the number of passengers handled in tourist sleeping cars is due to the fact that during the war tourist cars were used almost exclusively for the transportation of troops, and this service involved a full loaded trip in one direction and a return empty movement, which cut the average to 17 passengers per car. It is admitted that the amount of gratuities accruing to porters assigned to tourist car service has not been comparable with that in the standard sleeping and parlor car service, and recognition of this fact is shown in the higher rates of pay of such employees.

Request No. 2. The Railroad Men's International Benevolent Industrial Association request a two-hundred forty hour basic month, and the Sleeping Car Porter's Union a three hundred hour basic month. It is the contention of the representatives of the employees that a basic month of 240 hours should be established because they are entitled to it under the principle of the eight hour day set forth in General Order No. 27, and that the present hours of service are excessive and do not permit of proper amount of rest and recreation. President Houston of the Railroad Men's International Benevolent Industrial Association stated that this 240 hour basic month was not intended to require a limitation of service to that number of hours, but was requested, in order to provide equal treatment for porters on a basis of the hours of service and working conditions of conductors. The officials of the Pullman Car Lines contend that the conditions in sleeping car service are such that the establishment of a 240 hour basic month would be impracticable for porters and it is their opinion that a large majority of the porters would object to its adoption in view of the curtailment of their opportunity to increase earnings through the medium of gratuities. While these men in many instances exceed 240 hours per month actual road service

it is claimed that they have sufficient opportunity for rest, not only at night but during the day. It is true that the 240 hour basic month was established for sleeping and parlor car conductors by Amendment No. 1 to Supplement No. 17, but the hours of service conditions of that class are very much different from those of the porters who continue over the entire route traveled by the car to which they are assigned.

The porters' representatives contend that their conditions of service are the same as conductors and that they are entitled to equal consideration as to hours of service and working conditions. The records show that in the month of December, 1919 there were 1375 sleeping and parlor car lines in operation, and of this number 103 lines or approximately 7½ per cent were lines in which the conductors and porters operate between the same points and have the same layover. There are 112 lines, or approximately 8.1 per cent where conductors and porters operate between the same points but do not have the same layover [illegible] being due in part to equalizing the hours of rest by increasing [illegible]rters' layovers at terminals on lines where it is impracticable, beca[illegible] of service requirements, to give porters the same hours of rest en route [illegible] those designated for the conductors. It will be seen from the foregoing that on 1160 lines, representing over 84% of the total, the conductors and porters do not go over the same territory and between the same points.

The present average hourly assignment of porters per month, commencing from the time they are required to report and do report for duty and ending with the time they are actually released after the termination of each trip, according to an analysis of 50 typical standard sleeping, parlor, and tourist car lines, for the month of November 1919 (30 day month)

was 290 hours and 15 minutes. This is the net number of hours computed from the time the porter reports for duty until he is actually relieved after the termination of the trip and after deducting such time as was actually allowed for sleeping en route. There is attached a statement showing the application of the 240 hour month provision to ten typical lines in the Pullman service, and the officials of the Pullman Car Lines state that these lines are fairly representative of the entire service. This statement shows a total of 56 porters required to fill these lines as at present operated, and that with the exception of one line, porters are now on duty more than 240 hours per month, and reducing their hourage to the closest practicable approximation to 240 hours would necessitate adding seventeen men to these ten lines, or an equivalent of 30-1/3 per cent addition to the number of men. The application of the 240 hour provision to the ten lines covered by the attached statement is typical, and would involve for the total force of 7681 porters an increase of 2330 additional porters, and computing the pay of these additional porters at the minimum first year rate as given in the employees' petition, viz., $67.20 per month or $806.40 per annum, the additional expense caused thereby would amount to $1,879,000 for the first year, and additional expense for succeeding years according to the graduated schedule. This additional force would not, however, dispense with all overtime payments, as it is impossible to so arrange runs that each porter shall work exactly 240 hours per month; in fact, after providing additional porters to reduce the hourage to the closest practicable approximation of

240 hours there is still overtime in excess of 240 hours, which it is estimated would involve an annual additional expense of $160,000 or a total increase by reason of increased force and overtime payments, of over $2,000,000.per annum. It is the opinion of the Federal Manager of the Pullman Car Lines that to establish a 240 hour basic month for this class of employees in view of the impracticability of making any readjustment of runs which would entirely eliminate overtime, would result in increased earnings to this class, of about 25 per cent or 125 per cent over the rates of pay in effect prior to Federal operation.

The following statement shows the application of the 240-hour month provision to typical runs as at present operated: (based on 5 to 10 year men)

Run	Hours per round trip	Present Schedule No. men required	Present Schedule Hourage per man per mo.	Overtime earnings	Total mo. compensation
Chicago-Kansas City	32'30"	3	325	$ 27.20	$104.00
Chicago-Oakland	122'30"	12	306'15"	21.20	98.00
St.Paul-Jamestown	28'45"	3	287'30"	15.20	92.00
New York-New Orleans	88'15"	7	378'12"	44.22	121.02
New York-Jacksonville	60'52"	5	365'12"	40.06	116.86
New York-Chicago	37'55"	5	227'30"	None	76.80
Chicago-New Orleans	41'45"	5	250'30"	3.36	80.16
Oakland - Seattle	79'15"	7	339'35"	31.84	76.80
St. Louis - Denver	61'20"	6	306'40"	21.32	98.12
Los Angeles - San Francisco	30'30"	3	325'	27.20	104.00

The overtime earnings shown above are based on 32 cents an hour which is the rate for employees in the service five to ten years under schedule of Railroad Men's International Benevolent Industrial Association. The majority of porters are in the service five to ten years.

The employees contend that their application for the establishment of a 240 hour basic month is consistent with the principles of the eight hour day recognized by General Order No. 27. It is the opinion of this Board, however, that the Director General recognized the impracticability of applying

this principle to the parlor and sleeping car service when he issued Supplement No. 2 to General Order No. 27, reading as follows:

> "The terms and condidions of the above order will apply to the Pullman Company Operating Department, except that on account of the peculiar character of the employment of conductors, porters and maids, in that provision is made for rest and sleep while actually on duty, it is impracticable to apply a basic eight hour day to such service. It is therefore ordered that with respect to conductors, porters and maids, the increases shall be upon the basis shown in Section A of Article Two relative to "monthly wages"; but Article Three relative to basic eight hour day will not be applicable thereto."

While it is true that Amendment No. 1 to Supplement No. 17 established a 240 hour basic month for conductors who were included in the supplement to General Order No. 27 contained in Supplement No. 2 thereto, it was found upon analysis of the hours of service conditions of that class of employees that theywere not required in most instances to accompany the cars to destinations, and by their assignment to runs between terminals which are short of the destination of the cars of which they were in charge, their average working hours per month sufficiently approximated two-hundred forty to justify the recognition of the eight hour principle for that class. It has been shown herein, however, that Pullman porters are usually required to accompany the cars to which they are assigned to destinationand that on 84% of the lines they run between different terminals and cover distances which are at variance with those of sleeping and parlor car conductors.

It is essential in the interest of the service and the porters themselves to accompany cars through to destination. The majority of the

porters concede that it is not their desire to be changed between terminals and also that they do not desire a reduction of their hours to two hundred forty. It is therefore only fair to assume that the purpose of requesting a two hundred forty hour month is to increase their earnings through overtime which is admittedly unavoidable if porters are to accompany cars to destination.

The request of the Sleeping Car Porters Union contemplates the establishment of a three hundred hour basic month with overtime thereafter, but it is felt for reasons set forth in connection with the request of the Railroad Men's International Benevolent Industrial Association, that the adoption of any rule requiring the payment of overtime after any number of hours which it is admitted must be exceeded in order to enable the porters to accompany cars to destinations would be detrimental to the service and the employees' interests, and inconsistent with the principle upon which the payment of overtime is based.

Request No. 3. Entering or Re-entering Service. This rule is proposed in connection with the establishment of progressive scale of wages, and as no change in present basis of compensation is recommended, the proposed rule is not necessary.

Request No. 4. Overtime. It has been shown in connection with Request No. 2 that the application of the 240 hour provision to porters would necessitate an increase in force of about 30 per cent and in addition thereto, would necessitate the payment of overtime to the extent of about $160,000. per annum.

Certain representatives of the employees admit that it is not their desire to have their hours of service curtailed, presumably for the reason that it would lessen the opportunity to earn gratuities. The em-

ployees' proposals contemplate the deduction of authorized rest periods between midnight and six A. M. where sleeping space is reserved, but the officials of the Pullman Car Lines feel that it is impracticable to authorize rest periods for this class of employees.

The payment of overtime after 240 hours would, therefore, impose upon the railroads and Pullman Car Lines the payment of punitive overtime for service practically indispensable to the public and beyond the control of the railroads and the Pullman Car Lines to avoid.

Request No. 5. Preservation of Rates. The article proposed by the Railroad Men's International Benevolent Industrial Association is at variance with the one included in Supplement No. 17 wherein it provides that "an employee other than a conductor placed in charge of one car performing conductors' work be paid one-half the conductors' pay in addition to the pay due him for his regular assigned work; when in charge of more than one car, then he shall be paid the conductors' rate of pay."

The proposals of the Sleeping Car Porters Union contemplate a rate of $15.00 per month above the rate of porter for "porter-in-charge."

The present rule provides that when a conductor is placed in charge of more than one car, performing conductors' work, he shall be paid the conductor's rate. There are but two such positions in the entire service. Porters in charge of one car are paid at the rate of $70.00 a month which is $10.00 above that paid the standard sleeping and parlor car porters. When a porter is acting in the capacity of porter-in-charge for a portion of a trip, he is paid at this rate for the entire round trip. This service is confined mostly to the branch lines and short line runs, but there is also some of it involved in the handling of cars to destinations from junction points of branch line and main line where the

main line train is in charge of a conductor who runs through. For instance, the branch line cars handled on through trains are cut off at junction points and proceed to destination over the branch line of the railroad in charge of the porter. The distance covered by the car while in charge of the so-called porter-in-charge usually varies from 25 to 50 miles, but the porter is paid for the entire trip at the full rate. Porters-in-charge have equal opportunity for augmenting their income through the medium of gratuities, and with the higher rate which is paid for this service, their income compares favorably with that of conductors. It is believed that the present basis of compensation for this service is fair and equitable and that no change is warranted. The increased operating expense of the employees' proposals would be approximately $680,000.

Request No. 6. Rest Period. This proposal of the employees requires that the porter shall receive rest en route equivalent to that given the conductors. The employees base their claim for a rest period upon the fact that the duties of porters and conductors occur simultaneously and that the porter requires just as much rest to perform his duties properly as the conductor. Under the present operating rules conductors have authorized rest periods between midnight and 5 A. M. which are deducted from the continuity of the service constituting a month's work. It is not customary or feasible to authorize specific rest periods for porters, but it is generally recognized that on long runs porters have considerable opportunity for rest, not only during the night but during the day, and the layover periods are usually sufficiently long to permit of equalization with conductors.

As hereinbefore stated, the records do not substantiate the employees' statement as to the similarity of assignments, layovers or

or rest periods as 84% of the porters operate over different routes than the conductors.

However, it is believed that in the interest of efficiency the officials of the railroads and Pullman Car Lines should so arrange the runs as to permit of the maximum amount of rest practicable for all employees in the parlor and sleeping car service.

Request No. 7. Beginning and End of Day. This rule provides that pay shall commence from the time employees report for duty at the office for assignment, or at car under assignment previously made; also that time shall end at terminal if permitted to leave car immediately upon discharge of passengers, or one hour from time last passenger is discharged where porter must accompany car to yard.

Supplement No. 17 now provides that -

> "Except where totalnumber of hours from time scheduled to leave terminal on first trip to scheduled arriving time at terminal or setout point on last trip, for trips constituting an assigned calendar month's work, is less than 300 hours, or the employees have at least six full twenty-four-hour periods off duty at home terminal, employees in sleeping, parlor, buffet and club car service, included in Article I, will be paid initial terminal time beginning one hour after the time they are required to report and do report for duty, until departure of train in which car is handled, and final terminal time beginning one hour after the time train in which car is handled arrives at terminal or setout point until they are relieved from duty."

It is believed that this rule guarantees to the employees adequate compensation for preparatory and terminal service and that no change is warranted at this time .

Request Nos. 8, 9, and 10. Calls and Station Service. The petition of the Railroad Men's International Benevolent Industrial Association proposes the establishment of rules for calls, station duty and extra service similar to those heretofore established for conductors by Amend-

ment No. 1 to Supplement No. 17.

The Sleeping Car Porters Union proposes a rule requiring the payment of extra employees at regular established rate when performing road work, with a minimum of $90.00 a month for terminal assignments or deadheading.

The Board feels that the present rules governing the payment of extra and station service, prescribed for conductors by Amendment No. 1 to Supplement No. 17 provide a fair and equitable basis of compensation for this service and should be applied to porters.

Request No. 11. This rule provides that twenty calendar days or less shall constitute a month's work if at least 240 hours have been served. It is believed that the proposed rule is unnecessarily restrictive and would seriously interfere with the operation of sleeping cars. There are no doubt many porters who would assume that after having worked twenty days and performed 240 hours service and thereby obtaining a full month's pay, there would be no obligation to continue working during the balance of the month or any portion thereof; and no matter how serious the emergency, it would be impossible to require or induce such porters to continue in service for the balance of the month. The result would be that many of the porters would work only twenty days per month. This would necessitate employing and having constantly ready for duty a large number of extra porters to fill the places of those who preferred to remain idle ten days a month, and would entail a very heavy additional expense in the operation of the railroads, and Pullman service. Furthermore, the proposed rule might require the reestablishment of runs and would also probably necessitate having porters leave car short of destination to the detriment of their earnings and the best interests of the public.

Request No. 12. Relief Period. The rule proposed by the Railroad Men's International Benevolent Industrial Association is the same as that prescribed for conductors by Amendment No. 1 to Supplement No. 17, and the Board sees no objection to its adoption for the porters.

In addition to the foregoing the petition of the Railroad Men's International Benevolent Association proposes the establishment of rules governing promotion and seniority and the handling of discipline and grievances, but these matters are amply provided for under Supplement No. 17 to General Order No. 27.

As to the request of the Sleeping Car Porters Union in relation to payments of commissions on lunches, it is understood that it was the practice prior to Federal operation, to grant such commissions and is still the practice, and no action is required by the Board on this request of the employees.

The rule as to prohibiting increases in hours on runs where the monthly hourage is less than three hundred is proposed in connection with the establishment of a three hundred hour basic month but as no change is contemplated in the present rules governing hours of service no comment is necessary on this request.

The employees have not submitted any definite arguments in behalf of the proposal as to special car service but it is assumed that the rate of $5.00 a day is proposed to offset the tips which are not so large or certain in this class of service. The Board feels that the present rules governing compensation in this service adequately protect the employees' interest and no change is recommended.

In view of your letter of August 26, 1919, the Board understands that it is not within its province to recommend increases in wages, and this phase of the question is respectfully submitted for your consideration without recommendation.

As to the rules governing working conditions it is

RECOMMENDED:

That an amendment to Supplement No. 17 to General Order No. 27 be issued effective February 1, 1920, as follows:

ARTICLE I.

Station Duty, Loading Trains, and Extra Service.

(a) When required to perform station duty or to load trains on other than their own assignment, porters shall be allowed four hours' pay for four hours' service or less, eight hours' pay for over four hours and up to eight hours' service, at the hourly rate provided in Article IV of Supplement No. 17 to General Order No. 27, and thereafter on the actual minute basis.

(b) Extra porters performing road service in the place of a regularly assigned porter or on an extra assignment shall be paid the compensation a regularly assigned porter would receive for the same service, which will be determined, in the case of a regularly assigned run, or a trip over the same district, by dividing the monthly wage by the number of trips (initial terminal to final terminal) required for a month's work; for a trip where there is no regular assignment (except extended special tours) the compensation will be determined by multiplying the time on duty by the hourly rate provided in Article IV Supplement No. 17 to General

Order No. 27. The minimum allowance for the latter service will be eight hours. For the purpose of calculating time under this section where time ends at first station shown in working time-table after midnight, the trip will not be considered as completed until arrival at terminal.

(c) A porter used on other than his regular assignment shall be paid not less than he would have received on his regular assignment.

ARTICLE II.

Relief Period.

Not less than ninety-six (96) hours off duty each calendar month in twenty-four (24) consecutive hour periods, or multiples thereof, will be allowed on night runs at designated home terminals, and also on day runs where the porter's assignment and service does not permit of at least twelve (12) consecutive hours off-duty period at their designated home terminal each forty-eight (48) hours. Porters required to work on assigned layover days will be paid extra therefor in addition to monthly wage, as per sections (a) and (b) of Article ~~I~~ V of this amendment.

BOARD OF RAILROAD WAGES AND WORKING CONDITIONS

Chairman

Vice - Chairman

UNITED STATES RAILROAD ADMINISTRATION

BOARD OF RAILROAD WAGES AND WORKING CONDITIONS

Rates of Pay and increases, Sleeping and Parlor Car Conductors & Porters.

RATES OF PAY - CONDUCTORS

Service Period	No. Men	January 1, 1918. Flat Rate	Plus good behavior bonus	Plus good behavior and 10% war bonus	Supplement No. 17 to Gen.Ord.27 Flat Rate	Amendment No. 1 to Supplement No.17 to G.O.27 Flat Rate	Incr Flat
First Six Months	(269	77.00	83.42	91.11	115.00	125.00	48.0
Second Six Months	(	82.50	89.38	97.63	115.00	125.00	42.5
Second Year	157	88.00	95.33	104.13	125.00	135.00	47.0
Third to Fifth Year	305	93.50	101.29	110.64	130.00	142.50	49.0
Sixth to Tenth Year	650	99.00	107.25	117.15	135.00	150.00	51.0
Eleventh to Fifteenth Year	473	104.50	113.21	123.66	140.00	155.00	50.5
Fifteen to Twenty Years	(	110.00	119.17	130.17	145.00	160.00	50.0
Twenty-one to Twenty-Five Years	(444	112.50	121.88	133.13	145.00	160.00	47.50
Twenty-six to Thirty Years	(	115.00	124.58	136.08	145.00	160.00	45.00
Average	2298	98.00	107.86	117.16	134.27	148.02	49.2

RATES OF PAY - PORTERS

Class of Service	No. Men	January 1, 1918. Flat Rate	Plus good Behavior bonus	Plus good behavior and 10% war bonus	Supplement No. 17 to Gen. Ord.27 Flat Rate	Increase per No. Supp. No.17 over 1-18 plus bonuses (Col. 6 over 5)	Amt. ary with tor'
1	2	3	4	5	6	7	
Standard Sleeping Car Porters	5116	$30.00	$32.50	$35.50	$60.00	$24.50	
Parlor Car Porters	824	35.00	37.92	41.42	60.00	18.58	
Tourist Car Porters	1591	40.00	43.32	47.33	65.00	17.67	
Composite & Broiler Car Men & Porters in charge of one car.	1034	45.00	48.75	53.25	70.00	16.75	
Average	8565	34.15	36.99	40.41	62.13	21.72	
Porters in charge of more than one car	15	45.00	48.75	53.25	125.00	71.75	

EXHIBIT "A"

UNITED STATES RAILROAD ADMINISTRATION

BOARD OF RAILROAD WAGES AND WORKING CONDITIONS

(P - 2)
(M - S)

Rates of Pay and increases, Sleeping and Parlor Car Conductors & Porters.

	RATES OF PAY - CONDUCTORS					INCREASES		
	January 1, 1918.			Supplement No. 17 to Gen.Ord.27 Flat Rate	Amendment No. 1 to Supplement No.17 to G.O.27 Flat Rate	Increase, Amendment No. 1 to Supplement No.17 over Jan. 1, 1918.		
No. Men	Flat Rate	Plus good behavior bonus	Plus good behavior and 10% war bonus			Flat Rate	With good behavior bonus.	With good behavior and 10% war bonus
(269	77.00	83.42	91.11	115.00	125.00	48.00	41.58	33.89
	82.50	89.38	97.63	115.00	125.00	42.50	35.62	27.37
157	88.00	95.33	104.13	125.00	135.00	47.00	39.67	30.87
305	93.50	101.29	110.64	130.00	142.50	49.00	41.21	31.86
650	99.00	107.25	117.15	135.00	150.00	51.00	42.75	32.85
473	104.50	113.21	123.66	140.00	155.00	50.50	41.79	31.34
	110.00	119.17	130.17	145.00	160.00	50.00	40.83	29.83
444	112.50	121.88	133.13	145.00	160.00	47.50	38.12	26.87
	115.00	124.58	136.08	145.00	160.00	45.00	35.42	23.92
2298	98.00	107.86	117.16	134.27	148.02	49.22	47.76	30.86

	RATES OF PAY - PORTERS						Proposals of Employes.	
	January 1, 1918.			Supplement No. 17 to Gen. Ord.27 Flat Rate	Increase per Mo. Supp. No.17 over 1-18 plus bonuses (Col. 6 over 5)	Amt. necessary to equalize with conductor's Inc.($30.86)		
No. Men	Flat Rate	Plus good Behavior bonus	Plus good behavior and 10% war bonus				Service Period	Rate Per Month
2	3	4	5	6	7	8	9	10
5116	$30.00	$32.50	$35.50	$60.00	$24.50	$6.36	1st Yr.	$67.20
824	35.00	37.92	41.42	60.00	18.58	12.28	2nd "	72.00
1591	40.00	43.32	47.33	65.00	17.67	13.59	2 to 5 Yrs.	74.40
1034	45.00	48.75	53.25	70.00	16.75	14.11	5 " 10 "	76.80
							10 " 15 "	79.20
8565	34.15	36.99	40.41	62.13	21.72	9.14		
							Over 15 "	81.60
15	45.00	48.75	53.25	125.00	71.75	-		

UNITED STATES RA

BOARD OF RAILROAD WAG

Statement showing application of two-h
parlor car porters to ten typical
parlor Car

Line No.	Class of Service	From	To	Report for Duty	Initial Term'l. Time Hours:	Time of Departure	Arrival	Relieved from Duty	Final Term'l. Time Hours	No.of Hours on Road	
7	Sleeper	Chicago	Kansas City	4:30 PM	1:30	6:00 P.M.	8:00 PM	9:00 AM	1:00	14:00	1
		Kansas City	Chicago	4:30 "	1:30	6:00 "	7:25 "	8:30 "	1:05	13:25	1
301	"	Chicago	Oakland	4:30 "	2:40	7:10 "	4:40 PM	6:00 PM	1:20	69:30	7
		Oakland	Chicago	8:00 AM	1:30	9:30 A.M.	11:00 AM	12:00 N	1:00	73:30	7
557	"	St. Paul	Jamestown	7:00 PM	3:35	10:35 P.M.	11:15 "	1:15PM	2:00	12:40	1
		Jamestown	St. Paul	6:00 "	:40	6:40 "	7:40 AM	9:00 AM	1:20	13:00	1
2601	"	New York	New Orleans	7:00 "	5:30	12:30 A.M.	10:25 PM	11:30 PM	1:05	45:55	5
		New Orleans	New York	7:00 AM	1:20	8:20 "	7:13 AM	8:30 AM	1:17	46.53	4
2008	"	NewYork	Jacksonville	12:00 N.	2:04	2:04 P.M.	9:30 PM	10:30 PM	1:00	31:26	3
		Jacksonville	New York	7:00 AM	1:45	8:45 A.M.	3:23 "	4:23 "	1:00	30:38	3
1507	"	New York	Chicago	1:45 PM	1:00	2:45 P.M.	9:40 AM	10:40 AM	1:00	18:55	2
		Chicago	New York	11:40 AM	1:00	12:40 P.M.	9:40 "	10:40 "	1:00	21:00	2
500	"	Chicago	New Orleans	11:00 AM	1:30	12:30 "	11:15 "	11:45 "	:30	22:45	2
		New Orleans	Chicago	11:00 AM	1:30	12:30 "	11:30 "	12:00 N	:30	23:00	2
623	"	Oakland	Seattle	8:00 PM	2:55	10:55 "	3:15 PM	4:00 PM	:45	40:20	4
		Seattle	Oakland	8:00 "	3:15	11:15 "	6:15 "	7:15 "	1:00	43:00	4
655	"	St. Louis	Denver	6:30 "	4:00	10:30 "	7:30 AM	8:30 AM	1:00	33:00	3
		Denver	St. Louis	5:30 "	2:15	7:45 "	7:00 "	8:30 "	1:30	35:15	3
3470	Parlor	Los Angeles	San Francisco	7:00 AM	1:00	8:00 AM	10:45 PM	11:00 PM	:15	14:45	1
		San Francisco	Los Angeles	7:00 "	1:00	8:00 "	10:45 "	11:00 "	:15	14:45	1

(9 - 12)

UNITED STATES RAILROAD ADMINISTRATION

BOARD OF RAILROAD WAGES AND WORKING CONDITIONS

Statement showing application of two-hundred forty hour basis month provision for parlor car porters to ten typical runs on the service operated by the parlor Car Lines.

(P - 1)

Report for Duty	Initial Term'l. Time Hours:	Time of Departure	Time of Arrival	Relieved from Duty	Final Term'l. Time Hours	No.of Hours on Road	Total Hours	Rest Period Enroute	Total Hours Service Round Trip	Round Trips per Car per Month	No.of Hours Required to Operate Line one Month	No. Men Required Under Present Schedule	Hourly Per Man Under Present Schedule	No.of Men Required to Operate Line on a Basis of 240 Hrs.per Month
4:30 PM	1:30	6:00 P.M.	8:00 PM	9:00 AM	1:00	14:00	16:30	None)	32:30	30	975:00	3	325:00	4
4:30 "	1:30	6:00 "	7:25 "	8:30 "	1:05	13:25	16:00	")						
4:30 "	2:40	7:10 "	4:40 PM	6:00 PM	1:20	69:30	73:30	13:30)	122:30	30	3675:00	12	306:15	15
8:00 AM	1:30	9:30 A.M.	11:00 AM	12:00 N	1:00	73:30	76:00	13:30)						
7:00 PM	3:35	10:35 P.M.	11:15 "	1:15PM	2:00	12:40	18:15	None)	28:45	30	862:30	3	287:30	4
6:00 "	:40	6:40 "	7:40 AM	9:00 AM	1:20	13:00	15:00	4:30)						
7:00 "	5:30	12:30 A.M.	10:25 PM	11:30 PM	1:05	45:55	52:30	8:00)	88:15	30	2647:30	7	378:12	11
7:00 AM	1:20	8:20 "	7:13 AM	8:30 AM	1:17	46.53	49:30	5:45)						
12:00 N.	2:04	2:04 P.M.	9:30 PM	10:30 PM	1:00	31:26	34:30	4:00)	60:52	30	1826:00	5	365:12	7
7:00 AM	1:45	8:45 A.M.	3:23 "	4:23 "	1:00	30:38	33:23	3:00)						
1:45 PM	1:00	2:45 P.M.	9:40 AM	10:40 AM	1:00	18:55	20:55	3:00)	37:55	30	1137:30	5	227:30	5
11:40 AM	1:00	12:40 P.M.	9:40 "	10:40 "	1:00	21:00	23:00	3:00)						
11:00 AM	1:30	12:30 "	11:15 "	11:45 "	:30	22:45	24:45	4:00)	41:45	30	1252:30	5	250:30	5
11:00 AM	1:30	12:30 "	11:30 "	12:00 N	:30	23:00	25:00	4:00)						
8:00 PM	2:55	10:55 "	3:15 PM	4:00 PM	:45	40:20	44:00	6:00)	79:15	30	2377:30	7	339:35	10
8:00 "	3:15	11:15 "	6:15 "	7:15 "	1:00	43:00	47:15	6:00)						
6:30 "	4:00	10:30 "	7:30 AM	8:30 AM	1:00	33:00	38:00	7:20)	61:20	30	1840:00	6	306:40	8
5:30 "	2:15	7:45 "	7:00 "	8:30 "	1:30	35:15	39:00	8:20)						
7:00 AM	1:00	8:00 AM	10:45 PM	11:00 PM	:15	14:45	16:15	None)	30:30	30	975:00	3	325:00	4
7:00 "	1:00	8:00 "	10:45 "	11:00 "	:15	14:45	16:15	")						
												56		73

red forty hour basis month provision for
ns on the service operated by the
nes.

(P - 1)

tal urs	Rest Period Enroute	Total Hours Service Round Trip	Round Trips per Car per Month	No.of Hours Required to Operate Line one Month	No. Men Required Under Present Schedule	Hourly Per Man Under Present Schedule	No.of Men Required to Operate Line on a Basis of 240 Hrs.per Month	Hourly Per Man on a 240 Hour Basis	Additional Men Required	Hourage in Excess of 240
:30 :00	None) ")	32:30	30	975:00	3	325:00	4	243:45	1	15:00
:30 :00	13:30) 13:30)	122:30	30	3675:00	12	306:15	15	245:00	3	75:00
:15 :00	None) 4:30)	28:45	30	862:30	3	287:30	4	215:45	1	
:30 :30	8:00) 5:45)	88:15	30	2647:30	7	378:12	11	240:45	4	8:25
:30 :23	4:00) 3:00)	60:52	30	1826:00	5	365:12	7	260:53	2	146:11
:55 :00	3:00) 3:00)	37:55	30	1137:30	5	227:30	5	227:30	0	
:45 :00	4:00) 4:00)	41:45	30	1252:30	5	250:30	5	250:30	0	52:30
:00 7:15	6:00) 6:00)	79:15	30	2377:30	7	339:35	10	237:45	3	
:00 9:00	7:20) 8:20)	61:20	30	1840:00	6	306:40	8	230:00	2	
6:15 6:15	None) ")	30:30	30	975:00	3	325:00	4	243:45	1	3:45
					56		73		17 30-1/3%	300:45

137244

Ex8-18/17 Amb. File 21

Louisville, Ky.
February 9th 1920.

Hon. Walker D. Hines, Director General of Railroads.
Washington, D.C.

Mr. C.S.Lake, Assistant Director in charge of Special Duties.
Washington, D.C.

Mr. W.T.Tyler, Director Division of Operation.
Washington, D.C.

Mr. J.G. Walber, Asst. Director, Division of Operation.
Washington, D.C.

Mr. W.S.Carter, Director, Division of Labor.
Washington, D.C.

Mr. H.P.Daugherty, Asst. Director, Division of Labor.
Washington, D.C.

FEB 14 1920

Gentlemen:

On behalf of my constituents and the entire Membership of the Colored Association of Railway Employees. I want to ask you to accept our most sincere and profoundest thanks for your having recommended, signed and issued Supplement No. 26 to General Order No. 27, to say we are truly grateful or that we highly appreciate what you have done for us in this connection, would be employing a very mild term indeed, because in fact, we cannot find words sufficient to express to you our real gratitude and when the Railroad Administration shall have ended and when you return to your own business life you may rest assured that you have at all times, our very best wishes for your success and prosperity, again thanking you from the very bottom of our hearts, I have the honor to remain,

Your Obedient Servant,

Thomas D. Redd
824 S. 12th Street.

noted mbc

Form G-19

FILE NO.

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT:

MEMORANDUM

Jan. 22.

File

Mr. Stoll:

I asked Mr. Clagett last night if he wanted to make any further reply to this man Long whose inquiries are in this file and he said the matter was closed up. I think Long called up from Richmond and was notified that the order had been signed.

Lee

Form G-19

file

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

FILE NO.

E38-18/17

SUBJECT:

MEMORANDUM MR. MAHAN: January 21, 1920.

You will note that the Director General has signed the attached Supplement Number 26 to General Order 27. Please see that proper note is made and give it proper distribution making sure that all other drafts of this order are marked "not signed" so that the records may be kept straight. Please also make sure that the memorandum from me to Mr. Hines with Mr. Hines' pencil notation at the bottom is kept in the proper file.

M.B.C.

Mr. Clagett -

Think your note is OK.

Now 1st is entirely satisfactory to the Counter and their Attorney. They expressed themselves as being more than pleased with that date -

JHW.

1/19/20

file
JHW

file copy

E 38-18/17

January 21, 1920.

for Mr. Tyler:

I transmit herewith Supplement No. 26 to General Order No. 27, issued on redrawn Recommendation No. 116 of the Board of Railroad Wages and Working Conditions in re wages and working conditions of train porters, excluding those who are provided for in Supplements Nos. 12, 17 and 18 to General Order No. 27, which supplement No. 26 has been signed by the Director General.

M.B.C.

ojm

E 38-18/17

January 21, 1920.

Dear Mr. Morse:

Referring to letter of October 3rd, Docket No. 600, with which was transmitted Recommendation No. 116 covering train porters, the Director General has revised the recommendation of the Board and same as approved will be published as Supplement No. 26 to General Order No. 27. I enclose herewith a copy of Supplement No. 26 as approved.

Sincerely yours,

Brice Clagett.

Mr. W. R. Morse,
Chairman, Board of Railroad Wages & Working Conditions,
Southern Railroad Building,
Washington, D.C.

cjm

JOHN L. LONG
ATTORNEY-AT-LAW
AMERICAN NATIONAL BANK BUILDING
RICHMOND, VIRGINIA

January 19, 1920.

E 38-18/17

Mr. Brice Clagett,
Assistant to the Director General,
U. S. Railroad Administration,
Washington, D. C.

Dear Sir;

In Re Recommendation for Wage Increase
etc., for Train Porters.

I feel that you are interested in having the above matter settled at the earliest possible moment, and we are anxious to know promptly when it is passed upon by the Director General.

May I call you by "long distance" about four o'clock this afternoon in the hope that the order has been issued and, if so, that you may tell me the essential provisions of the order ?

Very truly yours,

John L. Long.

Noted
MBC
File

RECEIVED
JAN 19 1920

Form [illegible]18

FILE NO.

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT: file

MEMORANDUM MR. HINES: January 19, 1920.

Returning herewith the papers having to do with the colored train porters.

As to the first point raised by you, i.e., the fact that Mr. Holden brought up the point Pullman porters only have a $60.00 minimum. I find on investigation that the higher minimum was fixed for the train porters for the reason that in addition to their wages the Pullman porters received tips whereas the train porters do not receive such tips. The question of tips was gone into pretty thoroughly at the hearing by the Wage Board in connection with the Pullman porters. I believe that this point justified the difference.

As to the second point raised by you, i.e., that of handling grievances, I attach herewith a copy of Circular Number 3 of the Division of Labor which outlines the method for handling the grievances of employees not represented on Boards of Adjustment. I believe therefore that the situation will be covered by change indicated in Article 4 of revised Supplement Number 26 which is now submitted for your approval. Mr. Walber agrees with this view but Mr. Carter still believes that the full recommendation of the Board of Railroad Wages and Working Conditions should be adopted.

As indicated previously, I agree with Mr. Tyler that the Order should be made effective November 1st. 1919.

M.B.C.

Mr Walber says the committee representing train porters will be pleased to set this date.

Memo. for file:

Conferred by telephone with Mr Walber & he reiterates that he thinks $85 is reasonable minimum, considering train away from home on expenses ~~is~~

1-20-20. W.S.L.

J. A. RYALS, President. ARTHUR B. HILL, Secretary. SAM WHITE, Treasurer.

Association of Train Porters, Brakemen and Switchmen

HEADQUARTERS FLORENCE, S. C.

Juncti ad Justiciam.

Address communications to
622 N. Thirtieth St.,
Richmond, Va.

12

E38-18/17

Mr. Brice Clagett:
Asst' To the Director General Of Railroads.
United States Railroad Administration.
Washington, D. C.

Richmond, Va. Jan' I7th,I920.

Dear Sir:

Please advise the standing of the matter of increase in wages for Train Porters, We ask that you will do all in your power to have this matter passed at once by the Director General as it have been in abeyance for quite a bit.

Hundreds of Train Porters are waiting actions on said matter as we all are induring much hardship due to delay in passing said issue We beg you special attention on this matter and advise any action -s.

Yours Very Truly:

Arthur B. Hill
Sec'ty.

JAN 19 1920

Form G-8

FILE NO.

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT: file URGENT

January 16, 1920.

MEMORANDUM for Mr. Hines:

Mr. Tyler and Mr. Carter have been unable to agree on the question of colored train porters. There are attached a memorandum signed by Mr. Carter and another signed in Mr. Tyler's name by Mr. Walber. While it is not signed personally by Mr. Tyler, Mr. Walber tells me that he consulted Mr. Tyler thoroughly and this represents Mr. Tyler's views.

In brief the supplement opposed by Mr. Tyler proposes that a basic minimum rate of $60.00 per month be established, and to this basic minimum rate and all rates of $60.00 per month and above in effect as of January 1, 1918 prior to the application of General Order 27, there be added $25.00 per month, establishing a minimum rate of $85.00 per month. This is the wage recommendation also of the Wage Board, and I do not understand that Mr. Carter differs from it. The Wage Board and also Mr. Tyler recommend that these employes be put on a 240 hour month with overtime at the rate of 35¢ per hour. I do not understand that Mr. Carter differs from this.

The point on which Mr. Carter and Mr. Tyler do differ is that of the handling of grievances and the question of seniority. The Wage Board recommended that as to these points these employes be given the same privileges as other employes. Mr. Tyler wishes to eliminate such provisions. Mr. Carter thinks they should be retained. While the Regional Directors have reported on the overtime and wage features, they have not reported on the question of seniority and grievances. While Mr. Tyler does not specifically so state in his memorandum, I understand his point in eliminating the provisions as to seniority and grievances is that these employes have never been treated as a class before and that such a change in their status should not be made so near the end of Federal control. Mr. Tyler and Mr. Carter also differ as to the effective date, the Wage Board and Mr. Carter believing that it should be made effective January 1, 1919 in view of the fact that these employes have had no increase since General Order 27, but Mr. Tyler recommends that it be made effective November 1, 1919. I agree with Mr. Tyler on this latter point and believe the order should be made effective November 1, 1919.

My own view as to the seniority and grievances matter is that these men will never get fair treatment until they have the same rights as white men and I believe that the recommendation of the Wage Board should be adopted. I do not believe that the Federal government can afford to discriminate in this way against negroes. I have lived most of my life in the South and appreciate thoroughly that many of the railroad offices in the South will not like the grievances provisions. However, if you take a different view, I believe you can justify the elimination of these provisions on the ground that the railroads are to be returned so soon to private control.

M.B.C.

MBC RR

Said Pullman treatment proves

Form [illegible]

FILE NO.

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT: Recommendation No. 116 of Board of R.R.W.& W.C.

Washington, D. C. January 16th 1920.

file

MEMORANDUM for The Director General:

With regard to Recommendation 116 of the Board of Railroad Wages and Working Conditions, the proposed amendments thereto, will say that as stated to the Director General, I have no objection to the Director General disposing of the negro passenger train porters case in any way that he may desire and I will have no criticism to make of any disposition of this long debated question.

The reason I do not want to approve same should be stated and therefore I comment as follows:

My experience in an attempt to induce certain southern Federal Managers to place into effect Supplement 12 to General Order 27, has convinced me that no other supplement that may be issued by the Director General will be applied properly unless there is some provision included in the proposed supplement for the handling of grievances and seniority. Simply to issue another supplement to G.O. 27 without making any provisions for the employees affected to protest against its wrongful application or failure to apply same, would only invite similar results following the issuance of Supplement 12.

If Articles 4 and 5 are to be eliminated from the unanimous recommendation of the Board of Railroad Wages and Working Conditions I cannot see why Article 6 should be retained, as Article 6 is based upon the supposition that employees coming within the provisions of this proposed supplement will have some provision by which they can secure interpretations of the same and adjustment of their grievances, and to eliminate Articles 4 and 5 and retain Article 6 would seem inconsistent, for unless Articles 4 and 5 are preserved, there will be no need of interpreting the order as there will be no machinery through which the employees affected can secure an interpretation.

I note that the unanimous recommendation of the Wage Board is that the wages provided for in the proposed order should be retroactive to January 1st 1919, and I note this has been changed to November 1st 1919, notwithstanding the fact that the Director General is advised in the letter of transmission that these employees have received no increase in wages since the issuance of General Order 27. It appears to me that if these men, (simply because they are negroes) have been deprived of any increase in wages since the issuance of G.O. 27, that the wage order should be retroactive to January 1st 1919, as unanimously recommended by the Wage Board. It is my understanding that supplements issued for all other classes of employees were at least made effective as of January 1st 1919.

I have great regard for opinions expressed by Regional Directors and Southern Federal Managers and have no criticism to make of what they have said, but when it comes to asking me to decide between the wishes of these gentlemen and the unanimous recommendation of the Wage Board, I beg to be excused.

W. S. Carter

1-8

W.S.C.

Form

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

FILE NO.

file
JM

SUBJECT: Recommendation No. 116 of Board of R.R.W.& W.C.

Washington, January 14, 1920.

MEMORANDUM FOR DIRECTOR GENERAL:

We return herewith Recommendation No. 116, covering train porters in the employ of the railroads:

These employes have received no adjustments in their pay and working conditions since General Order No. 27, and therefore are about the only "class" of employes who have continued on that basis. The Regional Directors have reported the number of men and their salaries as a result of special investigations which have been made covering these employes. These reports show the following situation:

REGION	No. of Porters	WAGES Minimum	WAGES Maximum
Eastern	26	$75.00	$120.00
Pocahontas	36	60.00	100.00
Southern	716	50.00	77.55
Southwestern	73	55.00	84.60
Central Western	155	60.72	120.00
Northwestern	30	77.55	90.00

NOTE.- Reports for Allegheny Region not received.

While the data submitted by the Regional Directors is not explicit, it appears that in the higher rates shown they have included Club Car porters, who are not to be included in this Supplement.

These reports do not show the number of men receiving each rate in effect, so that the effect of the minimum of $85.00 recommended by the Board of Railroad Wages and Working Conditions cannot be calculated. The Regional Directors of the Eastern, Southwestern, Central Western and Northwestern Regions recommend no increases. The Board submits no information as to the cost of the overtime recommendation.

On January 10th I wired the Regional Directors for their views concerning these recommendations and have the following replies:

From Mr. Winchell:

"Recommended rate for train porters I think should be approved. Am satisfied that so far as this region is concerned proposed rate will satisfactorily be disposed of matter without necessity for overtime feature which I hope will be eliminated if that consistently can be done."

From Mr. Maher:

"I concur in recommendation of the Board as to increase of twenty five dollars over rates January 1st, 1918, prior to general order 27, with minimum of eighty five dollars per month, but do not think this class of employes should be paid overtime. With elimination of the overtime feature, the proposed increase would affect the roads this region as follows: Chesapeake and Ohio twenty seven porters now paid sixty dollars per month would be increased to minimum of $85. per month. Norfolk and Western five porters with present rates from $62. to $96.50 per month would be increased to $85 to $103.30 per month. Virginian have three porters with rates about $100 per month that would remain unchanged."

From Mr. Hardin:

"See our letter Nov. 12th giving information in connection with passenger train porters requested your letter October 3rd. In view of comparatively small number of these employees in this region, as shown by our letter referred to, we do not see any objection to the recommendation of Board of Railroad Wages and Working Conditions as explained in your message."

From Mr. Bush:

"Adjustment of wages colored train porters. Recommend that exclusive passenger train porters be paid a minimum of eighty five dollars per month as recommended by Board with understanding that the two hundred forty hours per month will be on basis of actual service performed and not include any layover or dead time."

From Mr. Aishton:

"If it has been determined by the Board of Wages and Working Conditions that train porters should be given increase proposed in order to compare with treatment given other employes, see no objection to the proposed recommendation. On basis of present hours worked by porters on CGW RR it would mean earnings of one hundred twelve dollars fifty cents per month, based on present assignment."

From Mr. Holden:

"In view proposed overtime provisions, would recommend minimum seventy dollars per month. This would be in the line minimum established for janitors elevatormen etc. in section (d) Article One Supplement Seven. Proposed minimum eighty five dollars would seem excessive in view of sixty dollar minimum established for Pullman porters in Section (b) Article One, Supplement Seventeen."

From Mr. Baldwin:

"Minimum rate of eighty five dollars for exclusive train porters will result in increase of forty dollars per month over rate in effect prior to General Order Twenty-Seven for thirty-five out of thirty-eight such employes Allegheny Region. However, if

this rate is consistent with what has been done for other classes, see no reason why recommendation of Board Railroad Wages and Working Conditions should not be approved."

Regarding recommendations of Mr. Winchell and Mr. Maher that no overtime be allowed: In view of all employes having some overtime basis, and as Pullman conductors and express messengers have the 240 hour month, and we have recommendation of the Wage Board placing Dining Car employes on that basis, we do not see how it can be withheld from the porters, and recommend your approval.

It will be noted that Messrs. Hardin, Baldwin, Aishton and Bush agree that if it is necessary to grant this overtime basis to porters, to treat them consistently with other classes, they see no reason for withholding it.

Mr. Holden and Mr. Baldwin take no exception to the overtime basis, but think the minimum rate is too high. The proposed minimum is recommended to produce more uniformity in the wages, there being unjustifiable variations. We feel that the proposed minimum is not excessive.

We have redrawn the Recommendation, making the following changes as compared with the Board's Recommendation:

1. Effective date changed from January 1, 1919 to November 1, 1919.

2. Article II-(d): Included extra service on other than assigned runs. Eliminated Section (e).
This change made in order to preserve uniformity in the basis for extra service under the several Supplements. Section (e) as recommended by Board, would inject a new basis as compared with the Sleeping Car, Dining Car and Express employes.

3. Articles IV and V: We have eliminated these provisions covering the handling of seniority, and discipline and grievances. In view of the opposition of the Regional Directors in the Regions where the greatest numbers of these employes are engaged, to making more provisions than simply the rates of pay, it is felt that these provisions would inject entirely new conditions in the handling of these employes, and their character of service does not necessitate such provisions.

With these changes, we recommend your approval of the re-drawn recommendation.

W. J. Tyler
ws

UNITED STATES RAILROAD ADMINISTRATION.

WASHINGTON, JANUARY 12, 1920.

SUPPLEMENT NO. 26 TO GENERAL ORDER NO. 27.

Effective November 1, 1919, superseding General Order No. 27 and in lieu thereof as to the employees herein named, the following rates of pay per month and the following rules governing working conditions upon railroads in Federal operation are hereby ordered:

Article I.—Rates of Pay.

(*a*) For all train porters, excluding those who are provided for in Supplements Nos. 12, 17, and 18 to General Order No. 27, establish a basic minimum rate of sixty (60) dollars per month, and to this basic minimum rate and all rates of sixty (60) dollars per month and above, in effect as of January 1, 1918, prior to the application of General Order No. 27, add twenty-five (25) dollars per month, establishing a minimum rate of eighty-five (85) dollars per month.

(*b*) The wages for new assignments shall be in conformity with the wage for similar assignments where created.

Article II.—Basic Day, Overtime, Calls, and Extra Service.

(*a*) Two hundred and forty (240) hours or less in regular assignment shall constitute a basic month's work. Deadhead hourage properly authorized to be counted as service hourage.

(*b*) Overtime on the actual minute basis for all time on duty each month in excess of two hundred and forty (240) hours shall be paid for at the rate of thirty-five (35) cents per hour; (less than 2 hours release from duty at any one point to be considered as time on duty, provided that the minimum allowance shall be computed at not less than 8 hours within 24 consecutive hours after time required to report for duty). Even hours shall be paid for at the end of each pay period; fractions thereof shall be carried forward.

(*c*) Extra porters performing road service in the place of a regularly assigned porter, or on an extra assignment, shall be paid the compensation that a regularly assigned porter would receive for the same service, which will be determined, in the case of a regularly assigned run or trip over the same district, by dividing the monthly

wage by the number of trips (initial terminal to final terminal) required for a month's work. For a trip where there is no regular assignment, the compensation shall be determined by multiplying the time on duty by the hourly overtime rate. The minimum allowance for the latter service will be 8 hours.

(*d*) When notified or called to work, outside of road service or on other than their regular assignments, porters will be paid a minimum allowance of three (3) hours at overtime rate.

Article III.—Preservation of Rates.

(*a*) The minimum rates and all rates in excess thereof, as herein established, and higher rates which have been authorized since January 1, 1918 (including General Order No. 27), shall be preserved.

(*b*) Porters temporarily or permanently assigned to higher rated positions shall receive the higher rates while occupying such positions; porters temporarily assigned to lower rated positions shall not have their rates reduced.

Article IV.—Interpretation of this Order.

The rates of pay and rules herein established shall be incorporated into existing agreements and into agreements which may be reached in the future on the several railroads, and should differences arise between the management and the employees of any of the railroads as to such incorporation, intent, or application of this order, such questions of difference shall be referred through the Director of the Division of Labor, as prescribed in Supplements Nos. 6 or 6-A to General Order No. 27, or any procedure subsequently adopted in lieu thereof, for decision, subject always to review by the Director General.

All of the disputes arising between officials of the railroad and such employees shall be dealt with as provided in paragraphs (*c*), (*e*), and (*f*) of Circular No. 3 of the Division of Labor.

Agreements or practices, except as changed by this order, remain in effect.

Walker D. Hines,
Director General of Railroads.

WASHINGTON : GOVERNMENT PRINTING OFFICE : 1920

Form [illegible]

FILE No.

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT:

January 2, 1920.

E 28-18/17

MEMORANDUM FOR MR. CLAGETT:

Upon receipt this morning of your memorandum of December 31st, asking status of Train Porter matter mentioned in the accompanying telegram, I immediate wired Mr. Winchell, referring to my letter of December 18th, copy of which is attached, and have just received the following reply, which indicates that he will exhaustively investigate the claim of Porters to the end of making proper adjustment.

> "Yours date pay for Train Porters. Nothing could have been more definite than our instructions to all Federal Managers that provisions of the Supplement should be definitely and actually applied. We have not had opportunity to take specific action on your letter of December eighteenth for the reason that it arrived just as I was leaving Atlanta and I asked my operating assistant to make it a special matter for consideration upon my return this morning. We will go into all the details in respect of the lines mentioned exhaustively".

Data furnished by all Regions indicate back time has been allowed Train Porters who have performed the service of passenger brakemen, as defined by Supplement 12 to General Order 27, except on the Southern Railway and associated lines, the L. & N., M. & O., G. M. & N. and Central of Georgia.

I have directed Mr. Winchell to investigate the claims of Porters on these lines, and adjust same on their merits.

W. T. Tyler.

Mr. Moe

January 2, 1919.

E 28-18/17

FOR MR. W. T. TYLER.

I attach for your information a letter from the President of the Train Porters, stating that a committee representing porters on lines in the Southern Region will be here on January 5th regarding their claim for back time.

M. B. C.

fcl
File FCL

FILE COPY

Form G-77

2—8675

CLASS OF SERVICE	SYMBOL
[illegible]	
[illegible]	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N.L.

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT COMMERCIAL NAT'L BANK BLDG., 14th & G STS., N. W. WASHINGTON, D. C. ALWAYS OPEN

1919 DEC 31 PM 1

DEC 31 1919

A209 RD 32 BLUE 4 EXTRA

RICHMOND VA 1232P 31

BRICE CLAGETT ASST TO DIRECTOR GENERAL OF RAILROADS

INTERSTATE COMMERCIAL BLDG WASHINGTON DC 1231

JOINT COMMITTEE TRAIN PORTERS RAILROADS SOUTHERN REGION COMING WASHINGTON JANUARY 5 FOR CONFRENCE WITH DIRECTOR GENERAL & STAFF FOR BACK PAY UNDER SUPPLEMENT 12 PLEASE ARRANGE HEARING

JOHN L LONG

AMERICAN NATL BANK BLDG.

JOHN L. LONG
ATTORNEY-AT-LAW
AMERICAN NATIONAL BANK BUILDING
RICHMOND, VIRGINIA

December 31, 1919.

E 38-18/17

Mr. Thomas H. McRae,
Assistant to the Director General,
United States Railroad Administration,
Washington, D. C.

Dear Sir;

In re Claim of Colored Train Porters
of the Atlantic Coast Line Railroad
for Back Pay from June 1, 1918 to
August 5, 1919.

We have had no word from you in the above matter since our conference of December 17 and we conclude that your efforts to secure some action thereon have been unavailing.

We are planning to come to Washington January 5, 1920, with a joint committee representing the colored train porters of the leading railroads of the Southern Region for a conference with the Director General and his staff for the purpose of getting some definite action in this matter and we would very much appreciate your co-operation to that end.

Very truly yours,

John L. Long

JLL*H

J. A. RYALS, President. ARTHUR B. HILL, Secretary. SAM WHITE, Treasurer.

Association of Train Porters, Brakemen and Switchmen

HEADQUARTERS FLORENCE, S. C.

Juncti ad Justiciam.

Address communications to
622 N. Thirtieth St.,
Richmond, Va.

E 38-18/17

Mr. T H. McRae:
Asst' To The Director General.

WASHINGTON.

Richmond, Virginia.
Dec' 3I,I9I9.

Dear Sir:

A joint committee of Train Porters throught out the - Southern Region will come to Washington Monday to confer with the Director General and Staff in regards to the claim for Back Pay from the effect of worke perform several month under the issue and in accor dance with Supplement No.I2 to General Order No. 27 this matter have bee n in the Railroad Administration for one Year, without any actual- action that cause adjustment of the supplement.

As i told you when i was up there .that the Porters was - suffring much hardship from the rank unjustice that have been upon them for over a year.

ARRANGE HEARING PLEASE:

Yours Very Truly:

Arthur B. Hill
Sec'ty.

E 38-18/17

MR. LAKE: December 31, 1919.

Will you please let me know the status of the train porter matter mentioned in the accompanying telegram.

M.B.C.

M.B.C.ACW:
File, ACW.

Telegram, John L. Long, Richmond, Va. in regard to train porters conference.

JOHN L. LONG
ATTORNEY-AT-LAW
AMERICAN NATIONAL BANK BUILDING
RICHMOND, VIRGINIA

December 27, 1919.

Exp. 18/17

Mr. Thomas H. McRae,
Assistant to the Director General,
United States Railroad Administration,
Washington, D. C.

Dear Sir;

In re Claim of Colored Train Porters of the Atlantic Cost Line Railroad for Back Pay from June 1, 1918 to August 5, 1919.

I would very much appreciate any information you can give me in regard to the status of the above claim.

Very truly yours,

John L. Long

JOHN L. LONG
ATTORNEY-AT-LAW
AMERICAN NATIONAL BANK BUILDING
RICHMOND, VIRGINIA

December 18, 1919.

Mr. Thomas H. McRae,
Assistant to the Director General,
United States Railroad Administration,
Washington, D. C.

Mr. Colquitt, — Have not acknowledged this. Perhaps, after writing, it should be sent to Mr. Fort. McRae

Dear Sir;

In Re Claim of Colored Train Porters of the Atlantic Coast Line Railroad for Back Pay from June 1, 1918 to August 5, 1919.

Following our conference of yesterday it has seemed advisable to recapitulate to some extent the points then brought out: This claim was, in its origin, based upon Article VI, General Order No. 27. When the management of the Atlantic Coast Line Railroad refused to pay its colored train porters in accordance with this order, they appealed to the Director General and Supplement No. 12 to General Order No. 27 was issued. The management placed its own interpretation upon Supplement No. 12, the result of such interpretation being to withhold from about one-hundred of its colored train porters the benefits intended by the Director General to accrue to them.

Without detailing the numerous efforts made by these men since December, 1918, to secure an adjustment of this matter, suffice it to say that in October, 1919, Mr. H. P. Daugherty of the Division of Labor, after a thorough investigation, made a full report upon the case, which was then referred to the Division of Operation, attention of Mr. C. S. Lake.

As early as September 8, 1919, when called into conference with Mr. H. P. Daugherty and myself, Mr. C. S. Lake of the Division of Operation insisted that these men should be required to prepare a statement of the number of trips made by each of them within the period of more than fourteen months, June 1, 1918 to August 5, 1919, then to submit his statement and claim for additional compensation to the superintendent of transportation under whose jurisdiction the service was performed, and if his claim were disallowed, submit it to the next higher official, and so on up to the Federal Manager. Mr. Daugherty overruled Mr. Lake in this, maintaining that since the claim had been submitted to the Federal Manager, had been considered and refused by him, a resubmission to a subordinate official could have no result towards an adjustment of the difference.

Again on November 3, 1919, after this matter had been referred to him from the Division of Labor, Mr. Lake made practically the same suggestion that he had made on September 8, namely, that these men should submit their claims to the superintendents of transportation under whose jurisdiction the service had been performed.

I can very well understand that the sympathies of Mr. Lake, formerly General Manager of the Seaboard Airline Railroad, one of the roads of the Southern Region involved in a similar controversy with its colored train porters, might lead him to incline towards their side, and consciously or unconsciously to uphold their contentions, and for this reason I feel that this case should be decided by the Director General's office proper, the policy of which is "to secure impartial treatment for all who work in the railway service".

What we ask now is a decision from the Director General's office upon the merits of this case as disclosed by the record.

I would like you to read, Mr. McRea, in connection with this letter, myletter to Mr. Lake of November 7, 1919, also my letter of November 19, 1919, to Mr. Hines, and for that reason I am enclosing herewith copies of those letters.

Very truly yours,

John L. Long.

JLL:H

Enclosures:
Copy letter to Mr. Lake.
" " " Mr. Hines.

C O P Y

December 18, 1919

Mr. B. L. Winchell,
Atlanta, Ga.

Dear Mr. Winchell:

Please refer to my letter of Oct. 3d, and subsequent correspondence relative to the pay of Train Porters.

The question of increased monthly compensation is now being considered in line with your recommendation, and will soon be disposed of, but the question of back pay for services performed in accordance with the provisions of Supplement 12, is still a live issue, as is evidenced by letters attached hereto from Messrs. J.I. Long and L. Clyde Going, attorneys representing porters employed by the A. C. L., Southern Railway, I.C., Y & M.V., N.C.&St. L. and L.& N.

The statement accompanying your letter of the 7th inst., indicates that the porters of the A.C.L. have received back pay for services rendered as passenger brakemen since June 1, 1918. You will note that Mr. Long acknowledges the accuracy of this statement in so far as it applies to porters employed on runs to which brakemen were not assigned, but on runs manned by brakemen he asserts that porters who rendered service as passenger brakemen, June 1, 1918 to August 5, 1919, were paid the porters rates, and makes claim in behalf of 98 men, for the difference between the amounts received and amount they should have received at brakemen's rates.

Mr. Going contends that the Southern, I.C., Y & M. V., N.C.& St. L., and L. & N. have positively refused to comply with the terms of Supplements applicable to porters, and asked if there is not some power that will compel obedience to the Director General's orders, and intimates the possibility of congressional investigation, for the purpose of ascertaining why the mandates of persons in authority are totally ignored. His statement concerning the Southern Railway and associated lines, and the L. & N., is supported by your submission above referred to, in which it is acknowledged that back pay has not been allowed porters who have since June 1, 1918, performed the duties of passenger brakemen.

By reference to your statement, you will also note that the M & O. G.M.& N., and C. of Ga., admit that porters have not been allowed back pay for services rendered as passenger brakemen.

The orders of the Director General must unquestionably be enforced, and to that end I will thank you to promptly have these claims investigated and adjusted on their merits, advising.

Yours very truly,

(Signed) W. T. Tyler.

December 18, 1919.

Mr. B. L. Winchell,
Regional Director,
Atlanta, Ga.

Dear Mr. Winchell:

Please refer to my letter of October 3d, and subsequent correspondence relative to the pay of Train Porters.

The question of increased monthly compensation is now being considered in line with your recommendation, and will soon be disposed of, but the question of back pay for services performed in accordance with the provisions of Supplement #12, is still a live issue, as is evidenced by letters attached hereto from Messrs. J. L. Long and L. Clyde Going, attorneys representing porters employed by the A. C. L., Southern Railway, I. C., Y. & M. V., N. C. & St. L., and L. & N.

The statement accompanying your letter of the 7th inst., indicates that the porters of the A. C. L. have received back pay for services rendered as passenger brakemen since June 1, 1918. You will note that Mr. Long acknowledges the accuracy of this statement in so far as it applies to porters employed on runs to which brakemen were not assigned, but on runs manned by brakemen he asserts that porters who rendered service as passenger brakemen, June 1, 1918 to August 5, 1919, were paid the porters rates, and makes claim in behalf of 98 men, for the difference between the amounts received and amount they should have received at brakemen's rates.

Mr. Going contends that the Southern, I. C., Y. & M. V., N. C. & St. L., and L. & N., have positively refused to comply with the terms of Supplements applicable to porters, and asked if there is not some power that will compel obedience to the Director General's orders, and intimates the possibility of congressional investigation, for the purpose of ascertaining why the mandates of persons in authority are totally ignored. His

statement concerning the Southern Railway and associated lines, and the L. & N., is supported by your submission above referred to, in which it is acknowledged that back pay has not been allowed porters who have since June 1, 1918, performed the duties of passenger brakemen.

By reference to your statement, you will also note that the M. & O., G. M. & N., and C. of G., admit that porters have not been allowed back pay for services rendered as passenger brakemen.

The orders of the Director General must unquestionably be enforced, and to that end I will thank you to promptly have these claims investigated and adjusted on their merits, advising.

Yours very truly,

634

Form G-19

FILE NO. F 38-18/17

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT:

Memorandum to Mr. Tyler, signed W.D.H. in regard to colored train porters recommendation.

MEMORANDUM MR. STOLL: December 15, 1919.

Please call this to my attention on Wednesday if no reply has been received by that time.

M.B.C.

noted
MBC
see

Mr. Elgert
Pls note letter attached to your memo, written by Jake and to be returned to W.T.T's file.
JacRoe

MR. TYLER: December 15, 1919.

From time to time there have been brought to my attention matters involving train porters. As I understand it there are two questions involved, first:

A recommendation from the Board of Railroad Wages and Working Conditions as to the wages of these train porters and second:

The application of Supplement Number 12 to them, involving possibly the payment of some back pay. I am told further that daily inquiries are being made regarding this matter and that there is every need for pushing it to a conclusion just as rapidly as possible. Will you please give this matter your personal attention so that the question can be disposed of just as promptly as possible.

W.D.H.

M.B.C.ACW:
File, ACW.

Form G-19

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

FILE NO. 210 E38-18/17

SUBJECT:

MEMORANDUM MR. HINES: December 15, 1919.

I have sent a memorandum to Mr. Tyler in your name regarding the colored train porters situation. Both Mr. Carter and myself have been trying to get action on this matter for some time and repeated memoranda and personal inquiries at the Division of Operation have brought forth no action. It has been my thought that this memorandum in your name would facilitate the matter.

M.B.C.

Memo sent to Mr Tyler

Copy.

Memorandum

MR. TYLER: December 15, 1919.

From time to time there have been brought to my attention matters involving train porters. As I understand it there are two questions involved, first:

A recommendation from the Board of Railroad Wages and Working Conditions as to the wages of these train porters and, second:

The application of Supplement Number 12 to them, involving possibly the payment of some back pay. I am told further that daily inquiries are being made regarding this matter and that there is every need for pushing it to a conclusion just as rapidly as possible. Will you please give this matter your personal attention so that the question can be disposed of just as promptly as possible.

W.D.H.

E 38-18/17

MR. TYLER: December 13, 1919.

Here is still an additional letter regarding the colored train porters. This one comes from Mr. Lee, President of the B. of R.T. The question of train porters is being pressed from every side most vigorously and it seems to me highly important that a recommendation be placed before the Director General just as promptly as possible.

M.B.C.

M.B.C.ACW:
File, ACW.

E 38-18 | 17

Dec. 15, 1919.

for Mr. Tyler:

Here are some additional letters with regard to the train porter situation.

M.B.C.

MBC RR

7 RR

December 12, 1919.

E 38-18/17

for Mr. W.T.Tyler:

Herewith is a letter from E.A.Barnhill, Local Chairman-Grievance Committee, C. & A. Train Porters, 4406 S.Wabash Ave., Chicago, Ill., regarding C. & A. train porters. I understand that this file is still before you for action.

M.B.C.

fcl-ms

FILE F C L

E 28-18/07

PERSONAL

December 12, 1919.

for Mr. Tyler:

We are getting a great deal of pressure in connection with the train porters' matter which I understand is on your desk. The Director General has spoken to me about this matter several times and if there is any way it can be facilitated, I think it would be wise and helpful.

M.B.C.

MBC RR

7-RR.

Note Mr. Long's file

JOHN L. LONG
ATTORNEY-AT-LAW
AMERICAN NATIONAL BANK BUILDING
RICHMOND, VIRGINIA

December 11, 1919.

E 28-18/17

Mr. Brice Claggett,
United States Railroad Administration,
Washington, D. C.

Dear Sir;

This is to introduce J. A. Ryals, President of the Association of Train Porters, Brakemen and Switchmen, who will take any message you may have for me in regard to the status of the claim of the train porters of the Atlantic Coast Line Railroad for back pay from June 1, 1918 to August 5, 1919, this in lieu of the long distance conversation you and I arranged for tomorrow.

You will recall that when I saw you on Tuesday of this week you thought you would know by Friday just what day consideration of the train porters' case would be reached and would let me know so that we could arrange to have a committee present for the hearing. Please let me know by the bearer whether the date for the hearing has been set, and if it has been set, when.

Very truly yours,

John L. Long.

JLL*H

E 38-18/17

December 11, 1919.

for Mr. W.T.Tyler:

Referring to the attached letter from John Deyoe, St.Louis, Mo., I believe the recommendations regarding colored porters are now before you.

H.B.C.

fcl-ms

FILE F C L

E 38-18/17

December 9, 1919.

FOR MR. W. T. TYLER:

Will you please note the accompanying letter to the Director General from Mr. Frank Morrison, of the American Federation of Labor, relative to train porters.

I believe this matter is now before you from the Board of Railroad Wages and Working Conditions.

If any report is ready, it seems to me, it should be expedited as much as possible.

M. B. C.

MBC*L*R

Fo[illegible]

FILE NO.

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT:

DEC 8 1919

December 5, 1919.

MEMORANDUM to Mr. Brice Clagett.

Referring to the attached letter from Mr. John Deysee, of St. Louis, Mo.

The Board desires to advise that the subject thereof has been given consideration and Recommendation No. 116 submitted to the Director General under date of October 3rd.

A. D. WHARTON.

8:67

E38-18/17

December 2, 1919.

for Mr. W. T. Tyler:

Attached hereto is a letter from Congressman Martin B. Madden, with enclosure from a Committee representing colored train porters on the Chicago Great Western.

The Congressman has been advised of this reference.

M.B.C.

fol-ms

FILE F C L

December 2, 1919.

My dear Mr. Madden:

In behalf of the Director General, permit me to acknowledge receipt of your letter of the 1st of December, with enclosed communication from a Committee representing colored train porters on the Chicago Great Western Railroad, which I am referring to Mr. W.T.Tyler, Director of the Division of Operation, for attention.

Sincerely yours,

Hon. Martin B. Madden,
House of Representatives,
Washington, D.C.

signed M B C fcl-ms

FILE F C L

November 28, 1919.

My dear Congressman:

I have your letter of the 21st of October, to which it has been impossible to reply before this because it was desired to look up certain facts stated by you. I would have preferred iftthis matter could have been handled as suggested in my letter to Mr. Esch of September 29 through your discussing the matter personally with Mr. J. G. Walber of the Railroad Administration, and I, therefore, again suggest that if it meets with your convenience, this method be adopted. However, I would like to comment on several of the points made by you in your letter of October 21.

1. You refer to my previous statement that you were misinformed on the point of Pullman supervisory forces being permitted to take up wage matters independently with the officials of the Pullman Company between January 1, 1918 and July 3, 1918.

Apparently in your comment on this point you are referring specifically to the Pullman supervisory forces at Buffalo, whereas in my letter to Mr. Esch of September 29 I referred to Pullman supervisory forces generally, stating specifically that increases were granted various supervisory employes in Pullman shops between January 1 and July 3, although such action was not necessary in the Buffalo shops because of an increase granted on January 1, 1918. I find on investigation that the files of the Pullman Car Lines show conclusively that this is a fact, a number of increases having been granted to supervisory forces in the shops of the Pullman Car Lines between January 1 and July 3 . You understand, of course, that Supplement No. 5 applied to supervisory forces in the shops of the Pullman Car Lines generally and not only to Buffalo. I find further that the effective date of Supplement No. 5 was fixed after conference with Mr. Runnells of the Pullman Company and that at the time Mr. Runnells did not feel there was any necessity or justification for making the award retroactive as far as the employes in question were concerned. The fact is that, therefore, between January 1 and July 3, 1918 supervisory forces of the Pullman shops did have the right to petition for advances in wages, did exercise this privilege with the result that certain advances were made which were not made for the same classes of employes in railroad shops, and that the reason such advances were not made in the shops at Buffalo was that the advance had been made effective January 1, 1918.

Form G-97 3—8878

2. Your quotation of a notice posted in the Buffalo Pullman shops on July 10, 1918, and your statement that this is not the same notice as was quoted in my letter to Mr. Esch of September 29 shows that apparently there is a misapprehension on this point. If you will refer to my letter of September 29, you will see that I did not quote a notice posted but did quote instructions from Mr. Runnells, Assistant to the

President of the Pullman Company, on which the notice posted was based. I quoted these instructions to indicate the intent and to show clearly that there was no intention of promising that any amendments or additions to General Order 27 could not be made retroactive to January 1, 1918. I call your attention again to the fact that in these instructions of Mr. Runnells no reference was made to the effective date of any possible modifications.

As I understand it the only point at issue here is whether Supplement No. 5 should be made retroactive to January 1, 1918. For the reasons stated; namely, that the supervisory forces in the Pullman car shops had the privilege between January 1 and July 3, 1918 of asking for increases in pay, which privilege was exercised and resulted in some increases, and which privilege was not extended to similar employes in railroad shops, I regret that I cannot see myway clear to change the decision previously made.

Sincerely yours,

FILE

Hon. James M. Mead,
House of Representatives,
Washington.

MDG RS

COPY

Mr Claytt -

I dont see how I can possibly find time to see Mr Mead - I am way behind in handling interpretations now, and with putting in so much time on conferences, it is an absolute impossibility for me to attempt additional work. Sorry very sorry,

11/26/19 JGW

x RR

Fo

file

FILE NO.

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT:

Nov. 26, 1919.

E38-18/17

MEMORANDUM FOR MR. CLAGETT:

Returning herewith telegram from Mr. J. L. Long, which accompanied your memorandum of Nov. 25th, in which he asks the status of the Train Porters on the Atlantic Coast Line:

We have received Recommendation from the Board of Railroad Wages and Working Conditions covering Train Porters on all railroads in Federal operation. This Recommendation will have to be reviewed and revised. Inasmuch as it covers all railroads, it is thought best not to handle the Atlantic Coast Line matter separately at this time.

We wrote Mr. Long today that the matter of Porters on the Atlantic Coast Line was being given consideration, and suggest that in answering his telegram you advise him along the same lines.

It is hoped that we can dispose of the matter of Train Porters within the next few days.

W. T. Tyler.

Mr. Lee

Office of Director General of Railroads
NOV 26 1919

E38-18/17

MR. TYLER:

November 25, 1919.

Will you please note accompanying telegram regarding train porters. The Director General has said that he is personally very anxious to get prompt action in this matter.

M.B.C.

M.B.C.ACW:
File, ACW.

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

126054

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT COMMERCIAL NAT'L BANK BLDG., 14th & G STS., N. W. WASHINGTON, D. C. ALWAYS OPEN

B 19RD194 EXTRA

RICHMOND VA 1221P 29

1919 NOV 25 PM 12 34

WALKER D HINES

1094

DIRECTOR GENERAL UNITED STATES RAILROAD ADMINISTRATION

WASHINGTON DC

ADVISE TODAY STATUS CLAIM TRAIN PORTERS ATLANTIC COAST LINE RAILROAD ANSWERING LETTER NOVEMBER 19

JOHN L LONG

AMERICAN NATIONAL BANK BLDG.

NOV 25 1919

E38-18/17

MR. TYLER:

November 21, 1919.

I have previously sent you a number of papers in regard to the status of colored train porters. Here is another letter from Mr. John L. Long on the same subject.

M.B.C.

M.B.C.ACW:
File, ACW.

File

URGENT for Mr. Tyler;

Will you please note my memorandum to you of November 12th, also memorandum of November 3rd, also my memorandums of October 6th and November 14th, all referring to the status of colored train porters.

The Director General has had this matter before him and he is very anxious that some disposition be made of the case and therefore I will appreciate it if you will advise me.

M. B. C.

FILE COPY

Washington,
11-21-19-cf

Form G-77

2—8676

Nov. 19, 1919.

Mr. Walker D. Hines, Director General,
United States Railroad Administration,
Washington, D.C.

Dear Sir:

In Re Claim of Colored Train Porters
of the Atlantic Coast Line Railroad
for Back Pay from June 1, 1918 to
August 5, 1919.
- - - - - - - - - - - - - - - - -

Article VI, General Order No. 27. "Colored Firemen, Trainmen and Switchmen..

Effective June 1, 1918, colored men employed as firemen, trainmen and switchmen shall be paid the same rate of wages as are paid white men in the same capacities."

Following the issuance of the above order, the colored trainmen of the Atlantic Coast Line Railroad, commonly called "train porters", in July, 1918, made claim to be paid at the same rate as white trainmen performing the same class of duties.

Their claim was refused by the management of the Atlantic Coast Line Railroad and on November 27, 1918, a committee of the train porters of the Atlantic Coast Line Railroad carried their claim immediately to the Director General. On December 2, 1918, Supplement No. 12 to General Order No. 27 was issued by the Director General. We quote from Supplement No. 12:- "To carry out the intent of Article VI of General Order No. 27, and retroactive to June 1, 1918, it is ordered:

1. Employees in a train crew, except conductor, collector and baggagemaster, qualified and regularly required to perform the following essential duties, will be designated as passenger brakemen or flagmen and paid accordingly:

(a) Inspect cars and test signal and brake apparatus for the safety of train movement.

(b) Use hand and lamp signals for the protection and movement of trains.

(c) Open and close switches.

(d) Couple and uncouple cars and engines and the hose and chain attachments thereof.

(e) Compare watches when required by rule."

In spiteof this order which was intended specifically to apply to the case of colored train porters, the management of the Atlantic Coast Line Railroad persistently has refused to carry out the order of the Director General in the cases of about one hundred of its colored train porters. For months they importuned My Lyman Delano, Federal Manager, for an adjustment of their pay and without result. They appealed to Mr. R. L. Winchell, Regional Director, to the Board of Railroad Wages and Working Conditions. The case was referred as early as January 2, 1919, to Mr. W.S. Carter, Director, Division of Labor, and prior to my connection with the case was investigated by Mr. J. A. Franklin, Assistant to Mr. Carter, who tried for several months without result to have the matter adjusted. On September 8, 1919, I took this matter up in person with Mr. H. P. Daugherty, Assistant Director, Division of Labor, who, in the latter part of October, 1919, completed his investigation and made his report and recommendations, favorable to the train porters. The matter was then referred to Mr. C. S. Lake, Division of Operation, for further investigation, report and recommendations.

Neither Mr. Daugherty nor Mr. Lake has any doubt as to the justice of the claims of these men, and Mr. Lake expressed to me the opinion that the only obstacle in the way of final adjustment and payment of these men was the difficulty of determining the amount due each of them, and that he had applied to Mr. Winchell, Regional Director, to obtain for him from the management of the Atlantic Coast Line Railroad, the data necessary for determining these amounts.

In view of the attitude of obstruction that has characterized the management of this road in this matter, considerably more pressure than has been used heretofore must be brought to bear upon them in order to obtain results.

Following our letter of August 26, 1919, to the Board of Railroad Wages and Working Conditions the train porters of the Atlantic Coast Line Railroad were very hopeful of an early adjustment of their claim. Nearly three months have passed, however, since that letter, and still these train porters have not been paid correctly for work done nearly a year and a half ago. Apropos of our letter, let me quote from Mr. Wilson's statement of the same date, "Let me add also that the position which the government must in consequence take against general increases in wage levels while the present exceptional and temporary circumstances exist will, of course, not preclude the railroad administration from giving prompt and careful consideration to any claim that may be made by other classes of employees for readjustments believed to be proper to secure impartial treatment for all who work in the railway service.

We submit that the order of the Director General contained in Supplement No. 12, issued December 2, 1918, has been practically ignored by the management of the Atlantic Coast Line Railroad, that the colored train porters of that road have waited long and patiently for an adjustment of their claim, and not having obtained it, they are justified in coming to you to ask that their cause be speeded.

We would very much appreciate a personal conference with any member of your staff whom you may designate and I shall hold myself in readiness to answer your summons.

Very truly yours,

Form [illegible]8

FILE NO.

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT:

November 15, 1919.

MEMORANDUM for Mr. Walber:

Will you please note accompanying letter to the Director General from Representative Mead of New York with regard to Pullman supervisory forces. You will note that in his letter to Representative Esch on the same subject dated September 29 the Director General told Mr. Esch that if Mr. Mead was not satisfied with that letter, he would be glad to have you (Mr. Walber) discuss the matter with Representative Mead. Apparently Mr. Mead is not satisfied; also it seems to be impossible to grant the increase to the Pullman Supervisory forces urged by Representative Mead. May I suggest, therefore, if Mr. Tyler is agreeable, that in line with the Director General's letter to Representative Esch that you get in touch with Mr. Mead and have him come down and thoroughly explain the situation to him. I think you should probably have in mind that former Representative Smith, who until recently represented the district now represented by Mr. Mead, is employed as Attorney for these men.

M.B.C.

MBC RR

See if you can get copy of Mr. Clapp's letter so I can see what he said to Mr. Mead

EM

7. RR

E 38-18/17

November 14, 1919.

For Mr. W. T. Tyler.

Referring to my memorandum of Nov. 12th with reference to the status of the train porters, colored, I attach hereto a further communication from the officials of this association, together with a memorandum from Mr. Carter.

M. B. C.

fcl

E38-18/17 File

for Mr. Tyler;

Will you be good enough to note the accompanying papers having to do with the status of colored passenger train porters in the South and Southwest. I have read all of these papers and it seems to me that this class of employees have been done a grave injustice on some of the roads in the South and Southwest. Apparently they have gotten no increase whatever except the increase provided under General Order 27, whereas practically all other employees have received additional increase. It would appear from these papers as though as the result of the issuance of Supplement 12, the duties of certain of these colored employees have been changed and that as a result they have failed to get the rates contained in Supplement 12.

The statement is made that they are receiving from $64. to $75. per month at the present time. As a secondary claim, it is also asserted that even before their duties were changed, and when actually performing the duties assigned under Supplement 12, they did not get the retroactive back pay provided. It may possibly be unwise to give them this back pay now, but it does seem to me as though we should make some provision for looking after these men, particularly as the result seems to be that on some trains these colored men are confined to their duties as train porters, and there only remains one white brakeman or flagman which, I have been told will probably lead to efforts to pass legislation increasing the number of white trainmen just as soon as Federal control is over. If it is a fact, as I see it, that these employees have not received equal treatment with other railroad employees, would it not be in order to ask the Wage Board to conduct an investigation at the earliest opportunity, and make a report? Of course the more prompt way would be to act ourselves, but I doubt if we have sufficient available information.

M. H. C.

COPY

Washington,
11-12-19-cf

Assistant Director,
Division of Operation,
I. C. C. Bldg,
18th & Pennsylvania Av.,
Washington, D. C.

Dear Mr. Lake;

As the representative of the colored train porters of the Atlantic Coast Line Railroad in their efforts to secure the back pay due them under Supplement No. 12 from June 1, 1918 to August 5, 1919, I want to give them the best service of which I am capable.

I appreciate your position as representative of the Government and guardian of public money. In this case, however, I feel that your function is administrative, not judicial. The order of the Director General is specific and there is no doubt with you nor with others in his department familiar with the facts, that these men are within the provisions of the order and entitled to its benefits. It is only a question of determining the amount due each of them. They have done the work which entitles them to the pay, and the burden of proof of establishing the amount due them is upon them in this case no more than it is upon them to establish what is coming to them at any pay-day.

The Atlantic Coast Line Railroad makes up their time, gives them a check for the amount found to be due, and if the amount is not correct the man asks that correction be made. This they did and Mr. Delano told them that he owed them nothing. They appealed to the Director General, and you, representing the Director General, feel that they are entitled to compensation according to the terms of Supplement No.12.

As a practical railroad man you know that the records of the Atlantic Coast Line Railroad show the time made by their colored train porters, and it is only a matter of computation for the time-keeping force to determine the amounts due each of these men. I understand you have applied to Mr. Winchell to obtain for you the information necessary to determine the amounts due each of these colored train porters.

These train porters made their claim for compensation at the brakeman's rate a short time after the issuance of General Order No. 27, basing their claim upon Article VI of that order, their claim was not allowed by the Federal Manager, Supplement No. 12 was issued and still they did not get their money. For more than a year, then, they have been trying to get this matter adjusted. With your intimate knowledge of railroad affairs you know that they did not take the right course, but after many delays their case has come to you who are in a position to expedite settlement for them. They are not plaintiffs in a court of law, but workmen whose time has not been properly computed by their employer. All the data necessary to the correction of the computation is in the hands of the employer. The employer applied a rate which he, in good faith, may have believed correct at the time payment was made, but Supplement No. 12 shou

2.

have set at rest all honest doubt as to the rate at which these men are entitled to be paid.

I feel that you were not quite frank with me in my interview with you Monday, and that you did not disclose to me fully what you are doing to effect an adjustment of this matter. These men are my clients and I want to do the best possible thing for them. I do not [illegible] either for myself or for them that we be taken entirely into your [illegible]dence. [illegible] ask is that you handle the matter in your own way [illegible]edit [illegible] as possible, and we hope, that with your interest [illegible] is a matter of days only, and not of weeks and [illegible]

E. Lake,
Assistant Director,
Division of Operation,
I. C. C. Bldg,
18th & Pennsylvania Av.,
Washington, D. C.

Dear Mr. Lake;

As the representative of the colored train porters of the Atlantic Coast Line Railroad in their efforts to secure the back pay due them under Supplement No. 12 from June 1, 1918 to August 5, 1919, I want to give them the best service of which I am capable.

I appreciate your position as representative of the Government and guardian of public money. In this case, however, I feel that your function is administrative, not judicial. The order of the Director General is specific and there is no doubt with you nor with others in his department familiar with the facts, that these men are within the provisions of the order and entitled to its benefits. It is only a question of determining the amount due each of them. They have done the work which entitles them to the pay, and the burden of proof of establishing the amount due them is upon them in this case no more than it is upon them to establish what is coming to them at any pay-day.

The Atlantic Coast Line Railroad makes up their time, gives them a check for the amount found to be due, and if the amount is not correct the man asks that correction be made. This they did and Mr. Delano told them that he owed them nothing. They appealed to the Director General, and you, representing the Director General, feel that they are entitled to compensation according to the terms of Supplement No.12.

As a practical railroad man you know that the records of the Atlantic Coast Line Railroad show the time made by their colored train porters, and it is only a matter of computation for the time-keeping force to determine the amounts due each of these men. I understand you have applied to Mr. Winchell to obtain for you the information necessary to determine the amounts due each of these colored train porters.

These train porters made their claim for compensation at the brakeman's rate a short time after the issuance of General Order No. 27, basing their claim upon Article VI of that order, their claim was not allowed by the Federal Manager, Supplement No. 12 was issued and still they did not get their money. For more than a year, then, they have been trying to get this matter adjusted. With your intimate knowledge of railroad affairs you know that they did not take the right course, but after many delays their case has come to you who are in a position to expedite settlement for them. They are not plaintiffs in a court of law, but workmen whose time has not been properly computed by their employer. All the data necessary to the correction of the computation is in the hands of the employer. The employer applied a rate which he, in good faith, may have believed correct at the time payment was made, but Supplement No. 12 shou

2.

have set at rest all honest doubt as to the rate at which these men are entitled to be paid.

I feel that you were not quite frank with me in my interview with you Monday, and that you did not disclose to me fully what you are doing to effect an adjustment of this matter. These men are my clients and I want to do the best possible thing for them. I do not [illegible] either for myself or for them that we be taken entirely into your [illegible]dence. We ask is that you handle the matter in your own way [illegible]edit [illegible] as possible, and we hope, that with your interest [illegible] is a matter of days only, and not of weeks and [illegible]

Nov. 3, 1919.

E38-14/17

for Mr. Tyler:

I attach hereto a letter from Arthur H. Hill, Secretary, Association of Train Porters, which I presume will be given proper attention by Mr. Carter and yourself.

M.B.C.

fol-me

FILE COPY

Form G-77

2—8675

FILE NO. E 38-44

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT:

October 30,1919
E-38-11-A-7

MEMORANDUM For Mr. Clagett:

I herewith attach copy of letter of Oct. 20th received from an attorney by the name of W.C.Guthrie of Jacksonville, Fla., who, I understand, is representing certain colored passenger train porters.

E 38-18/17

I am attaching copy of my acknowledgment of this letter for your information.

Please see that this is attached to the memo sent you under date of Oct. 23rd upon this subject.

W.S.Carter

1-AR

E-38-11-A-7

October 30,1919

Mr. W. C. Guthrie,
Attorney at Law,
Jacksonville, Fla.

Dear Sir:

Your letter of Oct. 20th has been received and in reply to same will say that this entire matter of the application of Supplement No. 12 to General Order 27 and all information received upon the subject, has been referred to the Director General in person for his information and disposition.

As soon as any determination of the matter is made by the Director General, and I am advised of it, I will communicate with you.

Yours truly,

1-AR

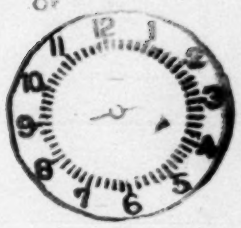
124238

JAS. M. MEAD
DIST. NEW YORK

W. J. LENAHAN
SECRETARY

House of Representatives U. S.

Washington, D. C. October 21, 1919



NOV 12 1919

Mr. Walter D. Hines,
Director General of Railroads,
Washington, D. C.

My dear Sir:

I have before me your letter of September the twenty-eighth to the Honorable John J. Esch, Chairman House Committee on Interstate and Foreign Commerce in reply to my letter to him of September 3ighth.

I am writing you direct in order to faci,itate matters.

I regret that I am unable to seemmy way claear to accept your explanation in regard to the discrimination against the Pullman Supervisory Forces by the issuance of Supplement No. 5. If you will refer to my letter of September the eighth you will note that it is admitted that the Pullman Supervisory Forces received an increase to take effect January first, 1918, but they were notified early in December that this increase was to be given to them, which as stated was prior to the Government taking over the railroads, and they were given to understand that this increase came from the Pullman Company and not from the Government.

I note you say that I am misinformed on the point of the Pullman supervisory Forces being permitted to take up with the officials of the Pullman Company wage matters independantly, between January 1st, 1918 and July 3, 1918. As a matter of fact I have not been misinformed about this, as the Pullman Supervisory Forces were very much dissatisfied with the pay they were receiving between January 1st, 1918 and July 3, 1918, and took the matter up repeatedly with the Manager of the Buffalo Pullman Shops, and each time was told emphatically that nothing could or would be done for them until such time as it was decided whether the Government was to take over the Pullman Repair Shops. So that the privelege to take up wage matters, independently, amounted to nothing.

At an interview which I had in Chicago with Federal Manager Taylor of the Pullman Carlines, ex-Congressman Charles B. Smith being present, I raised the wquestion of the issuance of Supplement No. 5. Mr. Taylor said that he had nothing whatever to do with it, dudd not know anything about it, and so far as he was concernedwould have been perfectly satisfied had it never been issued. This statement would indicate that the Government alone was responsible for the discrimination caused by the issuance of supplement no. 5.

7-PR

With reference to the notice posted on the Bulletin Boards in the Buffalo Pullman Carlines Shops, I am again quoting this notice:

"TO EMPLOYEES

"We have now been formally advised that our repair shops are under Federal Control, and will thereafter allow increases in employees' rates and back pay from January the first, 1918, in conformity with Director General McAdoo's general order No. 27, dated May 26th last and such modifications of this order as may be issued. We understand some modifications of Order No. 27 to correct inequalities will be issued shortly. In the meantime, the increased, rates and back pay are being worked out and will be announced to each employee at the earliest possible date. Figuring the new rates, necessitates going through a vast amount of data, and employees are requested to be patient, as while the necessary delay works a temporary hardship, there is no ultimate loss. Chicago July 10, 1918
C. W. Pfloger, Manager Repair Shops."

You will note that this is not the same notice as the one you have quoted, as the result of instructions from Mr. Clive Runnells.

Mr. C. W. Pfloger, I understand, is directly in charge of all the repair shops of the Pullman Car Lines and I have a right to infer that as such an official he should be in a position to know the effective dates, terms or conditions of any possible modifications.

The Supervisory Forces, on the strength of this notice which was dated July 10, 1918, were given to understand in a general way that they would receive back pay on General Order No. 27 and Supplement No. 4, retroactive to January 1, 1918, the same as the Railroad Shop Supervisory, Supplement No. 5, was not issued until August 9, 1918, a month after the notice appeared on the Bulletin board of the Buffalo Pullman Shops.

According to statements "B" and "C" which give the average pay of the Supervisory Forces of the Pullman Car Shops, Buffalo, and the average pay of the men under them, I note this average pay of the Foreman, Assistant Foremen and Leaders, includes all the money paid them during the year 1918, whereas the average pay for the men does not include the back pay given to them for the year 1918. Also I note that the average for the men has been figured on the basis of the pay of Mechanics, Laborers, etc., in each Department. This can hardly be considered fair. This comparison should have been between the Supervisory Forces and the Skilled Mechanics, but even these statements "B" and "C" bear out my contention in my letter of September 9th regarding the Supervisory Forces getting less pay than the men under them.

It should be taken into consideration that when the men worked overtime, the Supervisory Forces worked overtime also. The men received time and a half for their overtime, whereas the supervisory Forces did not receive any extra pay for overtime.

The fact of them being granted a two weeks vacation can hardly be considered a privilege, as this is a general condition with monthly employees. Not can it be considered that the earnings of the Foremen in Pullmen Car Lines Shops are substantially higher than those of the workmen, for in the railroad shops the men receive the same pay as in the Pullman Shops, whereas the Foremen in the railroad shops receive $250. per month and in the Pullman Shops $200.00 per month.

This situation might properly be reversed for the work on Pullman cars is of a very much higher class, and requires greater skill and a wider experience to supervise the repairs and reconstruction on Pullman Cars.

I believe this matter has now been fully discussed and I would appreciate it very much if you could, in some way, close this matter by granting the Pullman Supervisory Forces the same consideration as was given the railroad shop Supervisory Forces, and thereby making it not necessacy to carry it to theCommittee, for from my knowledge of this matter and the correspondence that has passed between us there seems to be no question of the discrimination against these men, which of course is unjust.

Yours very truly,

Jas. M. Neal

C O P Y (10/28/19)

SWEARINGEN & GUTHRIE
Attorneys at Law
Jacksonville, Florida

October 20, 1919.

Mr. W. S. Carter,
Division of Labor,
Interstate Commerce Bldg.,
Washington, D. C.

Attention Mr. Daugherty.

Dear Sir:

In further reference to the matter of obtaining back pay for the colored porters in this vicinity, about which I have talked to you in person and have written you several times, I beg to advise you that the colored porters, who have been performing brakemen and flagmen duties on passenger trains, have received the following Bulletin:

Jacksonville, Fla., October 13, 1919 a
E-1065

BULLETIN NO 570

PASSENGER CONDUCTORS AND WHITE TRAINMEN.

Effective at once train porters on trains where white brakemen and flagmen are provided will not be allowed to do anything but train porters work.

On trains where you have exclusive baggage-masters, they will open switches and perform such duties in place of train porters, and all such other work as may be necessary to require of them.

On trains where joint express baggage-masters can not leave their work, flagmen must go ahead and open switches and close them, as train porters will only perform such duties as required of him as train porter.

Please be governed accordingly.

H. W. Purvis,
Superintendent.

CC to Mr. L. S. Peck,
CC to Mr. B. G. Roberts

I am informed that the porters have been given to understand that they are under this order to do everything that they have been doing, with the exception of opening and closing switches. Now Mr. Daugherty, I do not care to be compelled to tell these colored men that they, under this order, are not required to do anything but the work of train porters, and

that under this order they can refuse to do anything else, for I realize that the moment these negroes refuse to perform the duties outside of the porters work that they will be fired.

It seems to me that something ought to be done about this matter immediately and I am afraid that it is not having the attention that it ought to have, because when I was in your office the first of last month your Secretary and yourself led me to believe that the matter would come to a head if I could produce statements of the white conductors that these colored men were performing those duties, which statement of a portion of said white conductors you have received, and which I assume a copy of has been furnished Mr. Harahan, which has resulted in the above Bulletin.

Now what I want and what the men want is fair play and if they have been performing these duties, and can show the railroad Administration that they have been performing these duties, then it is up to the Railroad Administration to see that these men get the pay that they are entitled to.

Please acknowledge receipt of this letter and oblige

Yours very truly,

(Sgd) Wm. C. Guthrie.

E 38-44

for Mr. Hines;

Under date of August 23rd you wrote to Chairman Esch of the House Interstate Commerce Committee replying to a letter sent you by Mr. Esch under date of August 19th, with which he sent you copy of resolution introduced in the House on July 22nd by Representative Mead of New York relative to effective date of Supplement 5 to G.O. 27, with had to do with rates of pay of supervisory employees of the Pullman Car Lines.

Mr. Esch in his letter stated that in lieu of any action by the House on the matter, it would be advisable for the Railroad Administration to furnish the information directly so that it could be supplied to Mr. Mead. You made a full explanation in your letter of August 23rd. Mr. Esch has now written you enclosing a letter from Repr. Mead indicating that Mr. Mead was not entirely satisfied with your previous reply and raising several specific points.

This matter came up during your absence and my absence, and at the suggestion of Mr. Taylor, Mr. Walbur has obtained from Mr. Taylor of the Pullman Company, a full answer to the points raised by Mr. Mead. Mr. Taylor, in a memorandum to me dated September 24th stated that he and Mr. Walbur thought it would be best for someone to handle this matter personally with Mr. Mead (with the consent of Mr. Esch of course) in preference to carrying on further correspondence. In view of the fact that the matter may come up again however, it seems to me advisable to write a letter to Mr. Esch meeting the points raised by him, and conclude with the statement that if Mr. Mead is not satisfied after reading the explanation, you would be very glad to have Mr. Walbur discuss the matter with Mr. Mead directly.

I attach herewith draft of such a letter.

M. B. C.

COPY

Form G-77 Washington
9-29-19-cf

2—8675

COPY

September 29, 1919.

My dear Mr. Esch:

I have your letter of the 11th of September with enclosure from Representative Mead of New York dated September 8th, both referring to my letter to you of August 23rd with reference to the effective date of Supplement 5 to General Order 27 of the Director General of Railroads. I appreciate the opportunity given by yourself and Mr. Mead to fully clear up this situation. I have had the matter gone into thoroughly and give the results of my inquiry herewith. After reading it, if Representative Mead is not satisfied of the correctness of the position taken by the Railroad Administration, I shall be very glad if arrangements could be made to have Mr. J. G. Walber of the Railroad Administration discuss the matter personally with Representative Mead so that there may be no misunderstanding.

The points raised by Representative Mead in his letter to you of September 8th and the explanation of each follows

1. The inference of Representative Mead that in my letter of August 23rd I created the impression that the Pullman supervisory forces received an increase on January 1, 1918 after the railroads had been taken over by the Government.

It is a fact that numerous increases were granted to the Pullman supervisory forces in repair shops effective as of January 1, 1918, and that there were 40 of the Pullman foremen and assistant foremen and leaders in the Buffalo shops who received increases effective on that date and prior to the application of General Order 27. This was not the case as to railroad employees. Numerous demands on the part of railroad employees were pending when the railroads were taken over in December 1917, but they were all held up; the announcement being made that they would be given consideration by the Wage Board created soon afterward by the Director General of Railroads.

2. Mr. Mead states that he is advised on good authority that the Pullman supervisory forces were not permitted to take up with the officials of the Pullman Company, wage matters independently, between January 1, 1918 and July 3, 1918.

Mr. Mead is mistaken on this point. Increases were granted the supervisory employees in Pullman shops between January 1st and July 3rd, although such action was not necessary in the Buffalo Shops, because of increase granted on January 1, 1918. Federal Manager Taylor of the Pullman Car Lines informs me that correspondence in his files shows that the supervisory forces and all other employees in fact, did have and did exercise the privilege of taking up wage questions independently with the officials of the Pullman Company, and such solicitations resulted in the increases above referred to.

3. Mr. Mead quotes a notice posted in the Buffalo Shops by the manager of the repair shops to the general effect that wage increases would be granted these employees in conformity with General Order 27 effective January 1,

1918 and further that it was understood there would be some further modifications of General Order 27 to correct any inequalities. From this notice Mr. Mead draws the conclusion that Supplement 5 to General Order 27 should have been made effective January 1, 1918.

This notice did not promise and was not intended to promise that any modifications in General Order 27 which might be ordered later, would be made effective 1, 1918. The officials who posted the notice had no knowledge as to the effective dates, terms or conditions of any possible modifications of General Order 27. As showing the plain intent of this order, I find that it was issued as a result of instructions from Mr. Olive Runnells, Assistant to the President of the Pullman Company, which read as follows:

> "Repair shops of Company under Federal Control, and wages will be adjusted in accordance with General Order #27 issued by Director General of Railroads. We are working on this but it will be some time before changes can be announced, but men will get back pay from January 1st."

It will be noted from these instfuctions of Mr. Runnells' that no reference was made to the effective date of any possible modifications.

4. Mr. Mead states that he is informed that an inspection of the Pullman payroll, Buffalo Shops, for the year 1918, will show that the supervisory force received, in the majority of cases, less pay than men they were supervising.

I attach herewith statements "B" and "C" from which it will be seen that in only one department of the Buffalo Shops, namely the Glass Department, in which there were only six employees, did workmen receive higher remuneration than the foremen. In all other departments the earnings of the foremen were substantially higher than those of the workmen. In five departments, however, it will be noted that the workmen received slightly higher remuneration than the assistant foreman and leaders, and in some cases the leaders who were employed at hourly rates earned more than the assistant foremen who were employed at monthly rates. These conditions were due to the following facts: The vast majority of workmen at the Buffalo shops were employed on the basis of piece work during 1918, and since they were working nine hours per day, some of the more diligent and skillful were able to earn exceptionally high remuneration in excess of the monthly rates paid supervisory forces. Later, workmen voted to abolish piece work and this condition has been removed. During 1918, the employees of the repair shops, under stress of war conditions, worked a great deal of overtime which increased their monthly earnings over and above the monthly rates of supervisory, but with a few isolated exceptions the Pullman shops are now working eight hours per day, so that condition has been removed, also. It should also be noted that the working conditions of the supervisory forces were somewhat different from those of the workmen, in that the former were accorded annual vacations with full pay and were practically assured full pay when absent on account of sickness or other unavoidable reasons, while the workmen were paid only for the time actually working.

I hope that with this explanation Representative Mead will fully understand the reasons for not making Supplement 5 to General Order 27 retroactive to January 1, 1918, but as stated above, if he does not understand the situation with this explanation, I shall be very glad to have Mr. Walber of the Railroad Administration get in touch with him to make the situation entirely clear.

Very sincerely yours,

Hon. John J. Esch,
U. S. House of Representatives,
City

file 1890

E 38-18/19

October 6, 1919.

for Mr. Tyler:

FILE

I attach herewith Recommendation No. 116 of the Board of Railroad Wages & Working Conditions in re wages and working conditions of train porters, excluding those who are provided for in Supplements Nos. 12, 17 and 18 to General Order No. 27. Will you please return to the Director General with the recommendations of yourself and Mr. Carter.

M.B.C.

COPY

ejm

Form G-77

2—8575

file copy

October 6, 1919.

for Mr. Carter:

I attach herewith an "extra copy" of Recommendation No. 116 of the Board of Railroad Wages & Working Conditions in re wages and working conditions of train porters, excluding those who are provided for in Supplements Nos. 12, 17 and 18 to General Order No. 27.

M.B.C.

FILE

ajm

COPY

Form G-77

2—8078

M. S. WARFIELD, PRESIDENT F. E. WOOLLEY, VICE-PRESIDENT W. O. MURPHY, SECRETARY-TREASURER

117976

Grand Division
Order of Sleeping Car Conductors

GENERAL OFFICES
360-361 UNION STATION

E 38-18/17

Hold to light and see the Union Water-mark

KANSAS CITY, MO. Oct. 1- 1919.

Mr. Walker D. Hines, Director General,
U. S. R. R. Administration,
Interstate Commerce Bldg.,
Washington, D. C.

My dear Mr. Hines:-

Permit me to thank you, in behalf of the Order of Sleeping Car Conductors, for the approval and issuance of Amendment No. 1 to Supplement No. 17 to General Order No. 27. It pleases me beyond words to assure you that the concessions granted have produced a most wonderful change in the sleeping car service. It has been my aim to make the Order of Sleeping Car Conductors a business proposition, by continually striving for higher efficiency in return for better wages and working conditions. Argument to the contrary, notwithstanding, higher efficiency will prevail from now on as a result of my plan of organization, which I trust will receive the endorsement and approval of the Railroad Administration and management of the sleeping car lines.

Again assuring you of my sincere thanks for all you have done, believe me to be

Sincerely yours,

M S Warfield

PRESIDENT O.S.C.C.

MSW:KJC

DIRECTOR GENERAL OF RAILROADS
OCT 4 1919

file

117681

E 38 18/17

SIXTY-SIXTH CONGRESS.

JOHN [illegible]H, WIS., CHAIRMAN.
EDWA[illegible] HAMILTON, MICH.
SAMU[illegible] WINSLOW, MASS.
JAMES [illegible]ARKER, N. Y.
BURTON E. SWEET, IOWA.
WALTER R. STINESS, R. I.
JOHN G. COOPER, OHIO.
HENRY W. WATSON, PA.
FRANKLIN F. ELLSWORTH, MINN.
EDWARD E. DENISON, ILL.
EVERETT SANDERS, IND.
SCHUYLER MERRITT, CONN.
J. STANLEY WEBSTER, WASH.

THETUS W. SIMS, TENN.
FRANK E. DOREMUS, MICH.
ALBEN W. BARKLEY, KY.
SAM RAYBURN, TEX.
ANDREW J. MONTAGUE, VA.
CHARLES P. COADY, MD.
ARTHUR G. DEWALT, PA.
JARED Y. SANDERS, LA.

GEORGE ESCH, CLERK.
A. H. CLARK, ASS'T CLERK.

HOUSE OF REPRESENTATIVES,
COMMITTEE ON
INTERSTATE AND FOREIGN COMMERCE,
WASHINGTON, D. C.

October 1, 1919.

DIRECTOR GENERAL OF RAILROADS

OCT 2 1919

Hon. Walker D. Hines,
The Director General,
U. S. Railroad Administration,
Washington, D. C.

My dear Mr. Hines,

Your letter of September 29th replying at length to the request of Representative Mead with reference to the effective date of Supplement 5 to General Order 27 of the Director General of Railroads regarding Pullman employes, duly received.

I will forward your letter to Mr. Mead and trust that it will fully answer his inquiry.

With kindest regards and thanking you for the trouble you have been put to in preparing the above letter, I remain,

Yours very truly,

John J. Esch

CHAIRMAN.

Noted MMM

File

September 29, 1919.

2-8074

My dear Mr. Esch:

I have your letter of the 11th of September with enclosure from Representative Mead of New York dated September 8th, both referring to my letter to you of August 23rd with reference to the effective date of Supplement 5 to General Order 27 of the Director General of Railroads. I appreciate the opportunity given by yourself and Mr. Mead to fully clear up this situation. I have had the matter gone into thoroughly and give the results of my inquiry herewith. After reading it, if Representative Mead is not satisfied of the correctness of the position taken by the Railroad Administration, I shall be very glad if arrangements could be made to have Mr. J.C. Walber of the Railroad Administration discuss the matter personally with Representative Mead so that there may be no misunderstanding.

The points raised by Representative Mead in his letter to you of September 8th and the explanation of each follow:

1. The inference of Representative Mead that in my letter of August 23rd I created the impression that the Pullman supervisory forces received an increase on January 1, 1918 after the railroads had been taken over by the Government.

It is a fact that numerous increases were granted to the Pullman supervisory forces in repair shops effective as of January 1, 1918, and that there were 40 of the Pullman foremen and assistant foremen and leaders in the Buffalo shops who received increases effective on that date and prior to the application of General Order 27. This was not the case as to railroad employees. Numerous demands on the part of railroad employees were pending when the railroads were taken over in December 1917, but they were all held up; the announcement being made that they would be given consideration by the Wage Board created soon afterward by the Director General of Railroads.

2. Mr. Mead states that he is advised on good authority that the Pullman supervisory forces were not permitted to take up with the officials of the Pullman Company, wage matters independently, between January 1, 1918 and July 3, 1918.

Mr. Mead is mistaken on this point. Increases were granted the supervisory employees in Pullman shops between January 1st and July 3rd, although such action was not necessary in the Buffalo Shops, because of increase granted on January 1, 1918. Federal Manager Taylor of the Pullman Car Lines informs me that correspondence in his files shows that the supervisory forces and all other employees in fact, did have and did exercise the privilege of taking up wage questions independently with the officials of t

or other unavoidable reasons, while the workmen were paid only for the time actually working.

I hope that with this explanation Representative Mead will fully understand the reasons for not making Supplement 5 to General Order 27 retroactive to January 1, 1918, but as stated above, if he does not understand the situation with this explanation, I shall be very glad to have Mr. Walber of the Railroad Administration get in touch with him to make the situation entirely clear.

Very sincerely yours,

FILE COPY

Form G-77 Redraft, ACW.

2—6575

Hon. John J. Esch,
U.S. House of Representatives,
City.

the Pullman Company, and such solicitations resulted in the increases above referred to.

3. Mr. Mead quotes a notice posted in the Buffalo Shops by the manager of the repair shops to the general effect that wage increases would be granted these employees in conformity with General Order 27 effective January 1, 1918 and further that it was understood there would be some further modifications of General Order 27 to correct any inequalities. From this notice Mr. Mead draws the conclusion that Supplement 5 to General Order 27 should have been made effective January 1, 1918.

This notice did not promise and was not intended to promise that any modifications in General Order 27 which might be ordered later, would be made effective January 1, 1918. The officials who posted the notice had no knowledge as to the effective dates, terms or conditions of any possible modifications of General Order 27. As showing the plain intent of this order, I find that it was issued as a result of instructions from Mr. Clive Runnells, Assistant to the President of the Pullman Company, which read as follows:

> "Repair shops of Company under Federal Control, and wages will be adjusted in accordance with General Order #27 issued by Director General of Railroads. We are working on this but it will be some time before changes can be announced, but men will get back pay from January 1st."

It will be noted from these instructions of Mr. Runnells' that no reference was made to the effective date of any possible modifications.

4. Mr. Mead states that he is informed that an inspection of the Pullman payroll, Buffalo Shops, for the year 1918, will show that the supervisory force received, in the majority of cases, less pay than men they were supervising.

I attach herewith statements "B" and "C" from which it will be seen that in only one department of the Buffalo Shops, namely the Glass Department, in which there were only six employees, did workmen receive higher remuneration than the foremen. In all other departments the earnings of the foremen were substantially higher than those of the workmen. In five departments, however, it will be noted that the workmen received slightly higher remuneration than the assistant foremen and leaders, and in some cases the leaders who were employed at hourly rates earned more than the assistant foremen who were employed at monthly rates. These conditions were due to the following facts: The vast majority of workmen at the Buffalo shops were employed on the basis of piece work during 1918, and since they were working nine hours per day, some of the more diligent and skillful were able to earn exceptionally high remuneration in excess of the monthly rates paid supervisory forces. Later, workmen voted to abolish piece work and this condition has been removed. During 1918, the employees of the repair shops, under stress of war conditions, worked a great deal of overtime which increased their monthly earnings over and above the monthly rates of supervisors, but with a few isolated exceptions the Pullman shops are now working eight hours per day, so that condition has been removed, also. It should also be noted that the working conditions of the supervisory forces were somewhat different from those of the workmen, in that the former were accorded annual vacations with full pay and were practically assured full pay when absent on account of sickness

or oth

F[illegible]18

FILE NO.

File

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT:

MEMORANDUM for Mr. Hines;

Under date of August 23rd you wrote to Chairman Esch of the House Interstate Commerce Committee replying to a letter sent you by Mr. Esch under date of August 19th, with which he sent you copy of resolution introduced in the House on July 22nd by Representative Mead of New York relative to effective date of Supplement 5 to G.O. 27, with had to do with rates of pay of supervisory employees of the Pullman Car Lines.

Mr. Esch in his letter stated that in lieu of any action by the House on the matter, it would be advisable for the Railroad Administration to furnish the information directly so that it could be supplied to Mr. Mead. You made a full explanation in your letter of August 23rd. Mr. Esch has now written you enclosing a letter from Repr. Mead indicating that Mr. Mead was not entirely satisfied with your previous reply and raising several specific points.

This matter came up during your absence and my absence, and at the suggestion of Mr. Taylor, Mr. Walbur has obtained from Mr. Taylor of the Pullman Company, a full answer to the points raised by Mr. Mead. Mr. Taylor, in a memorandum to me dated September 24th stated that he and Mr. Walbur thought it would be best for someone to handle this matter personally with Mr. Mead (with the consent of Mr. Esch of course) in preference to carrying on further correspondence. In view of the fact that the matter may come up again however, it seems to me advisable to write a letter to Mr. Esch meeting the points raised by him, and conclude with the statement that if Mr. Mead is not satisfied after reading the explanation, you would be very glad to have Mr. Walbur discuss the matter with Mr. Mead directly.

I attach herewith draft of such a letter.

M. B. C.

Washington
9-29-19-cf

rewritten MBC

Form C

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

FILE NO.

SUBJECT: Back Pay for Pullman Supervisory Forces.

MEMORANDUM for Mr. Clagett: Hold for his return

Sept. 24, 1919.

SEP 24 1919

Referring to attached papers, relating to back pay for Pullman supervisory forces, you will see that Mr. Walber has obtained from Federal Manager Taylor a considerable amount of detailed information which perhaps should be given to Representative Mead, either direct or through Mr. Esch. Mr. Walber and I have thought it would be better to have someone talk with Mr. Mead direct, arranging, of course with Mr.Esch to do so. We both feel that formal correspondence through Mr. Esch is less likely to satisfy Mr. Mead than direct conference. However, we both feel also that as you have been handling these matters it would be better for it to rest until your return, if practicable, so that you can take it up.

I think no harm will result from this, because in talking with Mr. Esch yesterday about another matter I got the general impression that there is no great hurry about this one. I have, however, written to Mr. Esch today, so as to make sure that no harm will come from holding it a few days for your return.

H. A. T.

T-MG

September 24, 1919.

Hon. John J. Esch,
House of Representatives,
Washington, D. C.

My dear Mr. Esch:

Referring to your letter of September 11th, relative to request for information from Representative Mead, as to back pay of supervisory forces of the Pullman Car Lines, I write to advise that this information is practically compleded, but inasmuch as matters of this sort are within the scope of the duties of Mr. Brice Clagett, Assistant to the Director General, who is on his vacation but will return in a few days, unless there is some special reason for haste, I will hold the matter until Mr. Clagett returns, which will be not later than the first of the week.

Very truly yours,

H. A. T.

T-MG

UNITED STATES RAILROAD ADMINISTRATION
DIRECTOR GENERAL OF RAILROADS
PULLMAN CAR LINES
OFFICE OF THE FEDERAL MANAGER

LOUIS S. TAYLOR,
FEDERAL MANAGER

CHICAGO, 'September 22, 1919.

Mr. John G. Walber,
Labor Assistant, Division of Operation,
United States Railroad Administration,
Washington, D. C.

Dear Mr. Walber:

Replying to your letter of the 16th instant, I have had a very thorough analysis made as to the rates of pay of our supervisory forces, particularly at Buffalo Shops, the increases granted them since December 31, 1915, and their earnings as compared with those of the workmen under them, and will endeavor to give in this letter and the accompanying statements all of the information which you state is necessary to answer the questions raised by Congressman Mead.

Enclosed please find statement marked "A" for our Buffalo Shops showing -

1st. Supervisory positions indicated by number and title.
2nd. Names of employes filling such positions on September 1, 1919.
3rd. Rates paid December 31, 1915.
4th. " " " " 1917.
5th. " " January 1, 1918, prior to General Order #27.
6th. " awarded under General Order #27.
7th. " " " Supplement #4.
8th. " as of September 1, 1919, and the dates they became effective.

Also statement marked "B" showing by departments the average earnings per month of the workmen and the monthly rates of the supervisory forces at Buffalo Shops during the period January 1st to July 31st, 1918, and also statement marked "C" showing similar information for the period August 1st to December 31st, 1918.

In answer to that paragraph in Congressman Mead's letter of September 8th which you have indicated as Item 1, we find that numerous increases were granted to our supervisory forces in repair shops and districts effective as of January 1, 1918, and that there were 40 of our Foremen, Assistant Foremen and Leaders in Buffalo Shops who received increases as shown in Column 5 of Statement "A", amounting to a total of $303.90 per month, effective as of that date and prior to the application of General Order #27, and that similar conditions prevailed throughout the country except in our Shops at Wilmington, Delaware, where owing to the great demand for men in that particular district and the higher rates paid in the ship building and munitions industries, it was deemed expedient to make these increases effective December 1, 1917.

Referring to the paragraph in Mr. Mead's letter which you have marked Item 2, it was also found that increases were granted various supervisory employes in other shops and districts between January 1st and July 3rd, 1918, and prior to the application of General Order #27, but such

action was not necessary at Buffalo Shops because of the increases granted January 1, 1918. These increases and correspondence in our files demonstrate that the supervisory forces, and all other employes, in fact, did have and did exercise the privilege of taking up wage questions independently with the officials of The Pullman Company and that such solicitations resulted in the increases above referred to.

Referring to the paragraph in Mr. Mead's letter which you have indicated as Item 3, it should be pointed out that the notice which Mr. Mead quotes does not mention or make direct reference to supervisory employes, and further, that it states: "Will therefore allow increases in employes' rates and back pay from January 1, 1918, in conformity with Director General McAdoo's General Order #27, dated May 25th last, and such modifications of this order as may be issued".

This notice contains a direct promise to apply General Order #27 retroactively from January 1, 1918, and it was so applied, and while the words "and such modifications of this order as may be issued" might be construed differently by different persons, there certainly was no intent to promise to apply retroactively to January 1, 1918, modifications of or supplements to General Order #27 which had not then even been issued, and of which we had no knowledge as to their effective dates, terms or conditions.

I might state for your further information that this notice was posted under instructions issued by Mr. Clive Runnells, Assistant to the President, whose instructions read:

> "Repair shops of Company under Federal Control, and wages will be adjusted in accordance with General Order #27 issued by Director General of Railroads. We are working on this but it will be some time before changes can be announced, but men will get back pay from January 1st."

You will note that Mr. Runnells' instructions did not contain any promise, direct or implied, that modifications of or supplements to General Order #27 would be made retroactive to January 1, 1918.

Referring to the last paragraph of Mr. Mead's letter, which you indicated as Item 4, please note Statements B and C attached hereto. These statements show that in only one department of Buffalo Shops, namely the Glass Department, in which there were only six employes, and who happened to be high grade artisans, did the workmen receive higher remuneration per month than the Foreman. In all the other departments, the earnings of the Foremen were substantially higher than those of the workmen. It will be noted, however, that in five departments the workmen received slightly higher remuneration than the Assistant Foremen and Leaders, and in some cases the Leaders who were employed at hourly rates earned more than the Assistant Foremen, who were employed at monthly rates, due to three conditions, as follows:

1st: The vast majority of workmen at Buffalo Shops were employed on a piece-work basis during 1918, under which their earnings depended on their diligence and skill, and since they were working nine hours per day, some of the more diligent and skillful were enabled to earn exceptionally high remuneration in excess of the monthly rates paid supervisory forces. Later, the workmen voted to abolish piece-work, and it was abolished February 13, 1919, so that this condition has been removed.

2nd: Employes were then working nine hours per day and were not changed to an eight-hour basis until December 16, 1918; hence their earnings represented more than a normal month's work on an eight-hour basis. When changed to an eight-hour basis, their monthly earnings were correspondingly reduced but the monthly salaries of the supervisory forces were not reduced.

3rd: During 1918 the employes of the Repair Shops, under stress of war conditions and to get out the cars required by the Government for transportation of troops, worked a great deal of overtime, which increased the monthly earnings of some of them over and above the monthly salary rates of the supervisors, but with a few isolated exceptions we are now working only eight hours per day, so that condition has been removed, also.

Consideration should be given to the fact that the working conditions for supervisory forces were somewhat different from those of the workmen, in that the former were accorded annual vacations with full pay and were practically assured full pay when absent on account of sickness or for other unavoidable reasons, while the workmen were paid only for the time actually working, and hence the Foreman's position would be more attractive even though he earned slightly less than a workman employed nine hours per day on a piece-work basis.

The reasons for issuing Supplement #5 seem to be very clearly stated in memorandum addressed to Mr. Hines on August 7, 1918, by Messrs. W. S. Carter, Director, Division of Labor, and C. R. Gray, then Director of Operation, copy of which is attached.

In this connection, I might state that our investigation shows that during the period prior to August 1, 1918, our supervisory employes were, generally speaking, receiving higher monthly rates than paid corresponding positions in the railroad shops, as indicated by extensive comparisons made between the rates of our Calumet Shops supervisory forces, and those paid in similar positions by the C.& N.W.R.R., Ill.Cent.R.R. and C.R.I.& P.Ry. We found that in 38 cases where direct comparisons were possible, our Foremen and Assistant Foremen received higher rates than railroad supervisors filling similar positions in the same departments; also that in one case the rate was precisely the same and that in only five cases did the railroad supervisors receive higher rates.

This confirms the statement made by Messrs. Carter and Gray that the Pullman supervisory forces had been given increases without respect to the wages paid railroad employes and having made no representations to the Wage Board, were apparently satisfied with the wages they received, and that under these conditions there was no necessity or justification for making Supplement #4 retroactive to January 1, 1918, in its application to Pullman employes.

If you find that any additional information is required,or if I can be of any further service in this matter, I shall be very glad to comply with your wishes.

Very truly yours,

R. S. Dosh

FLS-Enc.

Supplement No. 5 to General Order No. 27.

August 7, 1918.

FOR MR. HINES:

We attach hereto draft for Supplement No. 5 to General Order No. 27, extending the application of wages, hours and other conditions of employment fixed in Supplement No. 4 to General Order No. 27 to the mechanical department employes of the Pullman Company but, however, making the same effective August 1, 1918, and not retroactive beyond that date.

We have thought this is a just determination. The Pullman employes made no representations to the Wage Board and have, to a large extent, been satisfied with the wages which they have received, having been given quite a number of increases without respect to the wages paid railroad employes.

We have thought it would not be consistent to withhold from them the new basis of wages established, but it should not be retroactive for the reasons stated and, additionally, because they have not been held down in the handling of their wage matters, as have the railroads, during the period when the whole matter was under consideration and review.

Mr. Gray talked with Mr. Runnells about this particular matter, and he did not feel that there was any necessity or justification for making the award retroactive, so far as his employes were concerned.

If you approve, we would like to get this supplement out immediately.

(Signed) W. S. CARTER

C. R. GRAY.

Copy to

Mr. Carter.

COPY

Statement A.

PULLMAN CAR LINES - BUFFALO SHOPS

1		2	3	4	5	6	7	8	
Pos.No.	and Occupation	Filled by 9/1/19	Rate 12/31/15	Rate 12/31/17	Rate 1/1/18 PriorTo G.O.#27	Rate Under G.O.#27	Rate Under Supp.#4	Subsequent Rates Amount	Effect.
5-1	Foreman, Body Builders Dept.	D.Armstrong	$125.00	$135.00	*$145.00	$153.00	$185.00	$200.00	5/1/19
5-2	Asst." do	A.F.Leins	100.00	110.00	* 120.00	131.75	160.00	170.00	5/1/19
5-3	Leader do	James Gibson	94.10	Per hr. .44	* 105.00	127.50	Per hr.73	160.00	5/1/19
5-3B	" do	H.J.Matthews	New Pos.	NewPos.	New Pos.	NewPos.	New Pos.	160.00	5/1/19
5-3C	" do	E.J.Reimers	94.10	Per hr.44	* 105.00	127.50	Per hr.73	160.00	5/1/19
6-1	Foreman, Joiners &Trimmers' Dept.	A.Longbotham	125.00	135.00	* 145.00	153.00	185.00	195.00	5/1/19
6-2	Asst." do	C.J.Grossman	100.00	110.00	* 120.00	131.75	160.00	170.00	5/1/19
6-4	Leader do	Benj.Kaiser	94.10	Per hr.43	* 105.00	127.50	Per hr.73	160.00	5/1/19
6-4A	" do	Geo.Miller, Sr.	94.10	" " .43	* 105.00	127.50	" ".73	160.00	5/1/19
6-4B	" do	H.W.Kadow	94.10	" " .44	* 105.00	127.50	" ".63	155.00	5/1/19
6-4C	" do	Geo. Mueller	94.10	" " .44	* 105.00	127.50	" ".73	160.00	5/1/19
6-4D	" do	G.W.Rick	94.10	" " .44	* 105.00	127.50	" ".73	160.00	5/1/19
6-4E	" do	Chas.Geer	94.10	" " .44	* 105.00	127.50	" ".73	160.00	5/1/19
7-1	Foreman-Cabinet & Wood Machine Dept.	H.Jensen	125.00	135.00	* 145.00	153.00	185.00	200.00	5/1/19
7-2	Asst." do	T.J.Johnston	100.00	110.00	* 120.00	131.75	160.00	170.00	5/1/19
7-4	Leader do	Fred Vollbracht	94.10	Per hr.44	* 105.00	127.50	Per hr.73	160.00	5/1/19
7-5	" do	A.H.Setter	94.10	" " .44	* 105.00	127.50	" " .73	160.00	5/1/19
8-1	Foreman -Paint Dept.	E.B.Beck	125.00	150.00	* 160.00	160.00	200.00	200.00	8/1/18
8-2	Asst.Foreman do	C.J.Schmidt	100.00	110.00	* 120.00	131.75	160.00	170.00	5/1/19
8-3	Leader do	A.W.Gittere	94.10	Per hr.44	* 105.00	127.50	Per hr.73	160.00	5/1/19
8-3B	" do	A.T.Herrman	94.10	" " .44	* 105.00	127.50	" " .63	155.00	5/1/19
8-3C	" do	G.H.Wagner	94.10	" " .44	* 105.00	127.50	" " .73	160.00	5/1/19
8-3D	" do	G.E.Duke	87.21	" " .44	* 105.00	121.55	" " .73	160.00	5/1/19
8-3E	" do	A.F.Pfister	94.10	" " .44	* 105.00	127.50	" " .73	160.00	5/1/19
8-3F	" do	H.L.Miller	NewPos.	New Pos.	New Pos.	NewPos.	" " .73	160.00	5/1/19
9-1	Foreman-Upholstery Dept.	H.D.Vogt	150.00	150.00	* 160.00	174.25	200.00	200.00	8/1/18
9-2	Asst." do	C.F.Tieman	100.00	110.00	* 120.00	131.75	160.00	170.00	5/1/19
9-5	Leader do	Geo.Hacker	87.21	Per hr.44	* 105.00	121.55	Perhr.73	160.00	5/1/19
9-5A	" do	F.H.Fero	NewPos.	New Pos.	105.00	113.75	" ".73	160.00	5/1/19
9-6	" do	Mat Wilson	87.21	100.00	100.00	121.55	" ".63	160.00	5/1/19
9-7C	" do	C.B.Moore	80.32	90.00	90.00	113.75	" ".73	155.00	5/1/19
10-1	Foreman-Iron Dept.	G.A.Schweiger	125.00	135.00	*145.00	153.00	185.00	200.00	5/1/19
10-2	Asst." do	W.M.Reilly	100.00	110.00	*120.00	131.75	160.00	170.00	5/1/19
10-3	Leader do	P.C.Dethloff	94.10	105.00	105.00	127.50	Perhr.73	160.00	5/1/19
10-4	" do	L.A.Peglaw	NewPos.	New Pos.	New Pos.	New Pos.	New Pos.	160.00	5/1/19
11-1	Foreman-Truck & Platform Dept.	Jos.Schnitter	120.00	135.00	* 145.00	148.75	185.00	200.00	5/1/19
11-2	Asst." do	Jac.Baumgartner	90.00	110.00	* 120.00	123.25	160.00	170.00	5/1/19
11-3	Leader do	F.S.Stutz	94.10	105.00	105.00	127.50	Perhr.73	160.00	5/1/19
12-1	Foreman-Steam & Tin Dept.	C.J.Landsittel	125.00	135.00	* 145.00	153.00	185.00	200.00	5/1/19
12-2	Asst." do	J.L.Trottnow	100.00	110.00	* 120.00	131.75	160.00	170.00	5/1/19
12-3	Leader do	F.J.Krueger	94.10	105.00	105.00	127.50	Perhr.73	160.00	5/1/19
12-3A	" do	G.F.Hoffman	94.10	105.00	105.00	127.50	" ".73	160.00	5/1/19
12-3B	" do	G.J.Louth	94.10	105.00	105.00	127.50	" ".73	160.00	5/1/19
12-3C	" do	Jno.Mueller #1	94.10	105.00	105.00	127.50	" ".73	160.00	5/1/19
13-1	Foreman -Brass Dept.	D.W.Farrelà	125.00	135.00	* 145.00	153.00	185.00	200.00	5/1/19
13-2	Asst." do	P.O.Baumgart	90.00	110.00	* 120.00	123.25	160.00	170.00	5/1/19
13-3	Leader do	F.H.Schroeder	94.10	105.00	105.00	127.50	Perhr.73	160.00	5/1/19
13-4A	" do	Wm. Sadlofsky	94.10	105.00	105.00	127.50	" ".73	160.00	5/1/19
14-1	Foreman-Glass Dept.	L.W.Dance	100.00	110.00	* 120.00	131.75	160.00	170.00	5/1/19
15-1	" -Electric Dept.	G.L.English	125.00	135.00	* 145.00	153.00	185.00	200.00	5/1/19
15-2	Asst." do	H.D.Reynolds	100.00	110.00	* 120.00	131.75	160.00	170.00	5/1/19
15-2A	" " do	C.A.Herget	NewPos.	New Pos.	New Pos.	131.75	160.00	170.00	5/1/19
15-3	Leader do	W.G.May	94.10	105.00	105.00	127.50	Perhr.73	160.00	5/1/19
15-3A	" do	J.W.Carlin	87.21	95.00	95.00	121.55	" ".73	160.00	5/1/19
15-3B	" do	W.W.Ford	94.10	105.00	105.00	127.50	" ".73	160.00	5/1/19
15-3D	" do	C.N.Treeby	94.10	105.00	105.00	127.50	" ".73	160.00	5/1/19
15-3E	" do	J.G.Groff	94.10	105.00	105.00	127.50	" ".73	160.00	5/1/19
16-1	Chief Inspector-Inspection Dept.	L.M.Willgens	100.00	120.00	120.00	131.75	131.75	165.00	5/1/19
16-1B	Inspector do	A.A.Killinger	100.00	110.00	110.00	131.75	131.75	155.00	5/1/19
16-1A	" do	W.F.Wiener	100.00	110.00	110.00	131.75	131.75	155.00	5/1/19
16-1C	" do	E.C.Linneborn Est.	100.00	New Pos.	110.00	131.75	131.75	150.00	5/1/19

1	2	3	4	5	6	7	8	
Pos.No.and Occupation	Filled by 9/1/19	Rate 12/31/15	Rate 12/31/17	Rate 1/1/18 Prior To G.O.#27	Rate Under G.O.#27	Rate Under Supp.#4	Subsequent Rates Amount	Effect.
4-1 Foreman- Labor Dept.	T.F.Walsh	$125.00	$125.00	*$130.00	$153.00	$155.00	$165.00	5/1/19
40-1 Storekeeper-Stores Dept.	C.E.Davies	121.00	130.00	130.00	149.60	155.00	155.00	9/1/18
40-2 Asst. " do	W.A.Biddlecombe	94.00	102.50	102.50	126.65	127.50	140.00	5/1/19
3-1 Chief Engineer-Power, Heat & Light Dept.	J.M.Palmatier	125.00	135.00	* 145.00	153.00	170.00	170.00	9/1/18
3 Asst." " do	W.S.McPherson	90.00	110.00	* 120.00	123.25	145.00	145.00	9/1/18

* Increases effective January 1, 1918 prior to application of General Order #27

E38-18/17

~~E38-18~~

3

September 20, 1919.

Dear Sir:

Permit me to acknowledge receipt of your letter of the 17th of September, in regard to the petition of the train porters of the Atlantic Coast Line R.R.

I am bringing the matter to the attention of the Board of Railroad Wages and Working Conditions, with request that it be given all proper consideration.

Sincerely yours,

Mr. Arthur B. Hill,
622 E. 30th St.,
Richmond, Va.

Signed M B C

fol-ms

FILE COPY

Form G-77

2—8675

E 3888

Sept. 20, 1919.

for Mr. W.O.Wharton; Chairman,
Board of Railroad Wages and Working Conditions.

Herewith is a letter from Arthur B. Hill, General Secretary, Association of Train Porters, relative to their petition for an increase in compensation.

He has been advised of this reference.

M.B.C.

fol-ms

FILE COPY

Form G-77

3—8074

September 16, 1919.

Mr. L. S. Taylor,
Federal Manager, Pullman Car Lines,
Chicago, Ill.

Dear Mr. Taylor:-

In connection with our conversation on August 21st and your telegram of August 22nd, in regard to application of Supplement No. 5:

I think you understand that the question of retroactive payments for the supervisory forces of the Pullman Car Lines has been presented to Chairman Esch of the House Committee on Interstate and Foreign Commerce, and he has attempted to ascertain the information without a formal investigation.

It appears that Congressman Mead is the member particularly interested in the question.

I enclose herewith copy of a letter of explanation sent to Chairman Esch by the Director General, dated August 23rd, which was intended to completely answer the questions. It appears, however, that the information furnished does not answer the questions which Congressman Mead has in mind, as you will note by the enclosed copy of his letter to Chairman Esch, dated September 8th.

In talking this matter over with the Assistant Director General, Mr. H. A. Taylor, he feels that it is desirable to obtain some data to show what the Pullman Car Lines actually did with reference to granting increases in pay from January to June, 1918, both inclusive, during which time the status of the Pullman Car Company with reference to the Railroad Administration was not fixed.

I have marked cartain paragraphs of Mr. Mead's letter, concerning which Mr. Taylor feels it would be well to have information showing what was actually done: Item 1 - increases granted to the supervisory forces of the Buffalo shops January 1, 1918 - it is desired to have a statement showing the rates December 31, 1915; December 31, 1917; increases granted January 1, 1918; rates in effect after application of General Order No. 27; rates effective August 1, 1918 after application of Supplement No. 4.

Item 2 - privilege of supervisory and other fordes of the Pullman Company to request increases in view of General Order No. 8 of the Director General: In this connection I enclose copy of a telegram received by the Director General, dated April 13, 1918, signed by J. S. Runnells, together with a copy of the reply to Mr. Runnells, as also a telegram dated April 17th to Mr. Clyde Runnells referring to a telephone conversation with Mr. Tyler. These telegrams may enable you to locate cases which will demonstrate whether provisions of General Order No. 8 were or were not enforced, so that definite information can be furnished in reply to Mr. Mead's letter.

Item 3 - Assurances given by the Pullman Car Lines officials to the supervisory forces concerning retroactive payments, particularly bulletin posted by the Manager of the Repair Shops at Chicago: In connection with this bulletin it is desired to ascertain whether or not any instructions had been issued by the general officers, and if so, the basis for such instructions. I have made a search of our files and am not able to find anything bearing ttereon, although I am not at all confident that I have been able to locate all of the file. It appears to me probable that if the bulletin was posted by authority of the general officers they would not have instructed that it be posted without some understanding with the Railroad Administration.

Item 4 : It is desired to have statement of the facts concerning whether or not the wages of supervisory forces in your Buffalo shops for the year 1918 were, in a majority of cases, less than the wages of the men they supervised.

Congressman Mead's queries cover a wide range. It is hoped that your records are in such shape that it will not take a very long time to develop the facts and submit a report. The Administration is endeavoring to handle the matter in an informal manner with the Committee rather than have them adopt a formal resolution, which would require a formal investigation, which it is believed can be avoided through supplying the information called for.

Yours very truly,

(Sgd) Geo. P. Walker

44-25

E38-18/17

Supplement No. 5, General Order No. 27,
Pullman Supervisory Forces.

September 12, 1919.

for Mr. Tyler:

I enclose herewith our file E38-18/17, concluding with letter to the Director General from Chairman Esch, dated September 11, enclosing letter to him from Representative Mead, indicating that the information furnished to the Director General in his letter of August 23, copy of which is in the file, as to the date of application of Supplement No. 5 to Pullman supervisory forces, does not satisfy Mr. Mead, who has been desirous of getting a Congressional resolution passed asking for information on this subject, which Mr. Esch has been trying to handle on the basis of information voluntarily furnished by the Railroad Administration.

I have acknowledged Chairman Esch's letter, advising that the Director General is away, but that the matter will be given early consideration and further reply made as promptly as practicable. I shall be glad to have your suggestions as to what, if anything, further should be done pending the return of the Director General or Mr. Clagett. Possibly it might be advisable to have someone talk with Mr. Mead rather than to continue to handle this matter by correspondence with him through Chairman Esch, but, of course, if anything of this sort is done, Mr. Esch's connection with the matter should be recognized, perhaps by making the suggestion to him that some representative of the Railroad Administration, whom we can name in the letter, will be glad to see Mr. Mead about the matter and explain the situation to him.

T*I
Enc.

H. A. T.

File

September 12, 1919.

Hon. John J. Esch, Chairman,
Committee on Interstate and Foreign Commerce,
House of Representatives,
Washington, D. C.

Dear Sir:

Your letter of September 11th to the Director General, enclosing letter to you from Hon. James M. Mead written under date of September 8th, has been received during the absence of the Director General, who is seeking a short rest. The matter will be given early consideration, as requested, and further reply made as soon as practicable.

Yours very truly,

(Sgd) Walker D. Hines

HAT*I

File

114497

CB

F 38-18/17

SIXTY-SIXTH CONGRESS.

[illegible] ESCH, WIS., CHAIRMAN.
[illegible]ARD L. HAMILTON, MICH.
[illegible]MUEL E. WINSLOW, MASS.
JAMES S. PARKER, N. Y.
BURTON E. SWEET, IOWA.
WALTER R. STINESS, R. I.
JOHN G. COOPER, OHIO.
HENRY W. WATSON, PA.
FRANKLIN F. ELLSWORTH, MINN.
EDWARD E. DENISON, ILL.
EVERETT SANDERS, IND.
SCHUYLER MERRITT, CONN.
J. STANLEY WEBSTER, WASH.

THETUS W. SIMS, TENN.
FRANK E. DOREMUS, MICH.
ALBEN W. BARKLEY, KY.
SAM RAYBURN, TEX.
ANDREW J. MONTAGUE, VA.
CHARLES P. COADY, MD.
ARTHUR G. DEWALT, PA.
JARED Y. SANDERS, LA.

GEORGE ESCH, CLERK.
A. H. CLARK, ASS'T CLERK.

HOUSE OF REPRESENTATIVES,
COMMITTEE ON
INTERSTATE AND FOREIGN COMMERCE,
WASHINGTON, D. C.

September 11, 1919.

DIRECTOR GENERAL OF RAILROADS

SEP 12 1919

Hon. Walker D. Hines,
Director General,
U. S. Railroad Administration,
Washington, D. C.

My dear Mr. Hines,

Some time ago I submitted to you the request of Hon. James M. Mead regarding Resolution H. R. 191 introduced on July 22, 1919, with reference to Supplement #5, as applied to the Pullman Supervisory forces, U. S. R. R. Administration, Pullman Car Shops, Buffalo, New York.

You made a report in response to my inquiry but it appears from the inclosed letter addressed to me by Mr. Mead that it did not fully meet the inquiry. I respectfully ask that you give Mr. Mead's supplementary request your early consideration and that you advise me with reference to what if any further suggestions you may have.

With kindest regards, I remain,

Yours very truly,

John J. Esch

CHAIRMAN.

Inc.

EB8-18/17

MR. CARTER: September 9, 1919.

Attached hereto is brief drawn by Mr. R.E. Stillman of Jacksonville, Florida acting as solicitor for a number of colored men employed in porter service by the Florida East Coast Railway. Mr. Stillman was directed here by Senator Fletcher. After you have gone through this petition will you kindly formulate a letter advising Mr. Stillman of what action if any will be taken. I understand that these men are not members of any of the recognized orders.

M.B.C.

M.B.C.ACW:

File, ACW.

September 8, 1919.

Hon. John J. Esch,
Chairman, House Committee on Interstate and Foreign Commerce,
House Office Building,
Washington, D. C.

My Dear Colleague:

I received your communication of August 26th quoting reply to your Committee by W. D. Hines, Director General of Railroads, relative to Resolution H. R. 191 submitted on July 22, 1919, with reference to Supplement #5, as applied to the Pullman Supervisory forces, U. S. R. R. Administration, Pullman Car Lines Shops, Buffalo, N. Y.

I have given the contents of the letter very careful consideration, but am unable to see wherein it explains away the discrimination against the Pullman Supervisory forces caused by the issuance of Supplement #5.

In all the orders including Supplement #5, the Director General recognizes the Pullman Supervisory force as being in a like status with the Railroad Supervisory forces.

However, the Pullman Supervisory force did not receive the same consideration as the Railroad Supervisory forces, for the latter were paid according to Supplement #4, retroactive to January 1st, 1918. Whereas the Pullman Supervisory forces were paid according to Supplement #4, but retroactive only to August 1st, 1918.

Pullman
5027-1/1/18

Stress is laid on the last paragraph of the Director General's letter, which states the employees of the Pullman Company having been given an independent increase in wages on January 1st, 1918, and having received the benefits of General Order #27 between January 1st, 1918, and July 3rd, 1918, to take up wage questions independently with the officials of the Pullman Company in a manner which was not permitted to the employees of the railroads under federal control, it was decided, after mature and careful consid-

eration, that it was entirely fair to the employees of the mechanical crafts of the Pullman Car Lines, that Supplement #5 to General Order #27 should be made effective as of August 1st, 1918, as was the case with Supplement #4 to General Order #27 covering similar railroad employees.

It might be inferred from the foregoing paragraph, that the Pullman Supervisory force received an independent increase in wages on January 1st, 1918, after the railroads had been taken over by the Government. This, however, is not the case. Early in December, 1917, the Supervisory forces of the Pullman Car Lines were notified by the Manager of the Buffalo Shops, that they were to receive an increase in salary, to take effect January 1st,1918. This came unsolicited and was very small, and while the shops were still being operated under private ownership.

#1 ?

In connection with that part of the paragraph in which it is stated that the Pullman Supervisory forces were permitted to take up wage questions independently with the officials of the Pullman Company, I would say that I am advised on good authority that they had no such privilege. They were governed by General Order #8, Paragraph 3, same as the railroad Supervisory forces.

#2 ?

Referring to the last part of the foregoing paragraph, as hereinbefore stated, Supplement #4 to General Order #27 in the Pullman case was made retroactive to August 1st, 1918, whereas with the Railroad Supervisors it was made retroactive to January 1st, 1918.

Further in connection with the wage increase for the Pullman Supervisory forces, as well as Pullman employees, I would say, they were assured by the Pullman Car Lines officials that they would receive the same consideration in wage adjustments as would be given to the Railroad Supervisors and employees. The delay in arranging wage scales occasioned considerable unrest among

#3

the employees. However, they were reassured each time that they would surely receive the same consideration as was given railroad employees, and July 10th, 1918, after it was decided that the Pullman Repair Shops were taken under government control, the following notice was posted on the Bulletin Boards throughout the Buffalo Shops:

TO EMPLOYEES.

We have now been formally advised that our Repair Shops are under Federal Control, and will therefore allow increases in employees rates and back pay from January 1st, 1918, in conformity with Director General McAdoo's General Order No. 27, dated May 25th last, and such modifications of this order as may be issued. We understand some modifications of Order No. 27 to correct inequalities will be issued shortly. In the meantime, the increases, rates and back pay, are being worked out, and will be announced to each employee, at the earliest possible date. Figuring the new rates necessitates going through a vast amount of data, and employees are requested to be patient, as while the necessary delay works a temporary hardship, there is <u>no ultimate loss</u>.

Manager Repair Shops

Chicago, July 10th, 1918.

You will note by referring to this notice, that the Pullman employees were assured by their officials that they were to receive increases on all orders and modifications retroactive to January 1st, 1918. So that when Supplement #4 was issued they expected, and rightly so, that this would be retroactive to January 1st, 1918, and when Supplement #5 was issued which cut them out of seven months back pay, they were justified in feeling they had been discriminated against.

For your further information, I might add that I am informed that an inspection of the Pullman payroll, Buffalo Shops, for the year 1918, will show that the Supervisory force received, in the majority of cases, less pay than men they were supervising.

#4

Sincerely yours,

James M. Mead

Pullman Employees pay.

Sept. 6, 1919.

E38-18/17

Mr. Hines:

You had before you yesterday the question of pay etc for sleeping and parlor car conductors. You asked me to take up with Mr. Tyler the question of the effective date and the question of whether the rules suggested are practically the same as those previously approved by you.

As to the first point, I discussed this matter with Mr. Tyler this morning and he thinks we will hear no serious objection from the Pullman employees if this amendment to Supplement No. 17 is made effective May 1st instead of January 1, 1919. The recommendation of the Board of Railroad Wages and Working Conditions on this matter was submitted under date of July 10th, The matter was then taken up with Federal Manager Taylor and with the employees and then again taken up with the Board of Railroad Wages and Working Conditions. The Board, because of your letter of Aug. 26th, recommended that the effective date be made August 1, because they believed your position was against making any adjustments retroactive back of the date approximating the date on which they made their report. The latest revision of their report was made on August 27th. It is reasonable to suppose that had other matters not intervened during the consideration of this question, the recommendation would have been made to you about May 1st, and therefore Mr. Tyler thinks it would be correct to make this recommendation effective May 1, 1919. This can be done by changing the date in the attached amendment in the first line on page #1. The date "January 1, 1919" also occurs on page #5, but this date should remain the same.

As to the rules, the ones now submitted are practically identical with the exception of the rules as to the basis for a month's work which was changed from 300 hours to 240 hours, and the rule having to do with the basis of 11,000 miles. Previously, these employees were paid for excess mileage over 11,000 miles a month, and overtime in excess of 300 hours per month. Under the rules now submitted, the mileage is eliminated, and they will receive overtime after 240 hours per month. Of course the rates of pay are changed in the rules wherever they occur, which is only in article #1.

M. B. Clagett.

2—8674

MBC/M

E-38-18/17

September 6, 1919.

Personal.

For Mr. W. T. Tyler.

Mr. Hines has signed amendment No. 1 to section 17 to General Order No. 27, having to do with the pay and service of Pullman conductors, and has made it effective May 1, 1919, as finally suggested by you.

I am sending the original copy to you for the reason that on page 3 in Article VI, the date January 1, 1919, occurs, and the same date also occurs again on page 5, in paragraph "a" of Artical XI. The only date which has been changed as signed by Mr. Hines is the first date which occurs in the opening paragraph on page 1.

Before bringing the matter finally to the attention of Mr. Hines I consulted Mr. Walber's Assistant, and he said that the date January 1, 1919, on page 3 and on page 5, occurred in the rules as now existing and that therefore it was not necessary to change them. The Director General raised this point just before signing the order, and signed it in the form in which it is sent to you on the assumption above mentioned.

I am bringing this to your personal attention to make certain that the understanding of the Director General and myself is correct. If it is not correct, you will of course make any necessary change. When this has been checked up, I would appreciate it if you would send the original of the order to Mr. Fincher, who keeps such originals, and so that it can be mimeographed and issued.

M. B. C.

EXTRA COPY

Form G-76. 2—8674

MBC-fel

Form [illegible]

File

FILE NO.

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

E 3 8-18/17

SUBJECT: Pullman Employees pay.

Sept. 6, 1919.

MEMORANDUM Mr. Hines:

You had before you yesterday the question of pay etc for sleeping and parlor car conductors. You asked me to take up with Mr. Tyler the question of the effective date and the question of whether the rules suggested are practically the same as those previously approved by you.

As to the first point, I discussed this matter with Mr. Tyler this morning and he thinks we will hear no serious objection from the Pullman employees if this amendment to Supplement No. 17 is made effective May 1st instead of January 1, 1919. The recommendation of the Board of Railroad Wages and Working Conditions on this matter was submitted under date of July 10th, The matter was then taken up with Federal Manager Taylor and with the employees and then again taken up with the Board of Railroad Wages and Working Conditions. The Board, because of your letter of Aug. 26th, recommended that the effective date be made August 1, because they believed your position was against making any adjustments retroactive back of the date approximating the date on which they made their report. The latest revision of their report was made on August 27th. It is reasonable to suppose that had other matters not intervened during the consideration of this question, the recommendation would have been made to you about May 1st, and therefore Mr. Tyler thinks it would be correct to make this recommendation effective May 1, 1919. This can be done by changing the date in the attached ammendment in the first line on page #1. The date "January 1, 1919" also occurs on page #5, but this date should remain the same.

As to the rules, the ones now submitted are practically identical with the exception of the rules as to the basis for a month's work which was changed from 300 hours to 240 hours, and the rule having to do with the basis of 11,000 miles. Previously, these employees were paid for excess mileage over 11,000 miles a month, and overtime in excess of 300 hours per month. Under the rules now submitted, the mileage is eliminated, and they will receive overtime after 240 hours per month. Of course the rates of pay are changed in the rules wherever they occur, which is only in article #1.

M. B. Clagett.

MBC/M

Signed
eff. May 1, 1919
MBC

Form [illegible]8

FILE NO.

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT:

URGENT

September 6, 1919.

MEMORANDUM FOR MR. CLAGETT:

Returning papers. The only reason for recommending that Amendment No. 1 to Supplement No. 17 be made retroactive to January 1st is as stated in next to the last paragraph of memorandum from Mr. Carter and myself under date of September 3rd.

In view of the possibility for embarrassment in connection with the retroactive date for the 4¢ increase for shopmen it would perhaps be just as well to make this effective May 1st, and I am quite sure that we will hear no serious objection from the Pullman employes.

W. T. TYLER.

WDC.

Sept. 5, 1919.

E38-18/17

Personal and Urgent.

For Mr. Tyler.

I return herewith the papers in the case of the recommendations as to Pullman conductors.

The Director General is very reluctant to make this order effective January 1, 1919. He is wondering if it would not be feasible to make it effective either April 1st or May list, on the ground that fixing it on that date would give the Board reasonable time to have considered the matter. He would like to have your suggestion on this point, with particular reference to the question of whether there would be any complications arising if this suggestion was followed.

The Director General would also like to know whether the rules submitted herewith are the same rules which he passed upon previously, and if they are changed he would like to have a notation as to what changes are involved, so that he will not have to go through these entire rules carefully again.

Of course, you will have in mind that Mr. Hines will not be at the office after Saturday evening.

COPY

M. B. C.

MBC-fcl

Form G-77

2—8675

Form 18

FILE NO.

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT:

E 3 - 18/17

MEMORANDUM for Mr. Hines;

Here is Recommendation of the Board of Railroad Wages & Working Conditions, concurred in by Mr. Tyler and Mr. Carter, having to do with sleeping and parlor car conductors. The Recommendation does not deal with Pullman porters, it being the argument that they have already been adequately dealt with and are on a different basis than Pullman conductors.

The Board, having in mind your recent letter to it, have now recommended that the increases suggested be made effective August 1st, 1919, although they have previously thought they should be made effective January 1st, 1919. On the ground that the Board had been misled previously concerning the true earnings as of January 1, 1918, - these earnings having been the basis of Supplement 17 to G.O. 27., - Mr. Tyler and Mr. Carter suggested that this new change is for the purpose of correcting errors and that therefore this new supplement should be made effective January 1, 1919, although the changes in rules contained, would not be made effective until September 1, 1919.

The memorandum next attached from Mr. Tyler and Mr. Carter summarizes the situation very well and I take it will have to be read by you.

Plainly this suggestion would not fall within the range of any increase, but would be an adjustment of the character you and the President had in mind in making your recent decision on wage matters. However, I am very fearful that if this is made effective January 1, 1919, it will furnish a strong argument to the shopmen and others that their increases, which they claim are the result of bad adjustments in General Order 27 and supplements subsequently issued, should also be made effective on that date. I think therefore you should make this Order effective August 1, 1919 as suggested finally by the Board of Railroad Wages & Working Conditions.

In the Order as drawn, there are two mentions of the date January 1, 1919 - once on the first and again on the last page. I have indicated both. I think you should sign the Order, changing the dates to August 1, 1919. The table on page 2 of Mr. Tyler's and Mr. Carter's memorandum gives the amount of money involved, although the comparison is with January 1, 1918 rather than with December, 1915 which has been the usual basis of comparison.

The letter from Mr. Wharton dated July 10th, which I have marked in the files, gives the details of the Recommendation more thoroughly. The table lower down in the file, which I have also marked gives the financial facts of this Recommendation more in detail and makes comparisonwith December, 1915 as well as with January 1, 1918.

Washington 9-5-19

M. B. C.

E38-18/17

September 4, 1919.

for Mr. Tyler:

I attach herewith a letter from the Chairman of the Board of Railroad Wages & Working Conditions requesting the return of Recommendation No. 98 in the matter of wages and hours of service of sleeping and parlor car conductors and other attendants, and for porters in charge of buffet, business and club cars who are not required to perform kitchen service on railroads and Pullman cars in Federal operation, which recommendation was revised on August 27th.

M.B.C.

FILE COPY

Form G-77

3—3675

CJM

Enclosure

UNITED STATES RAILROAD ADMINISTRATION

Washington, D. C., September 3,1919.

E 38

AMENDMENT NO. 1 TO SUPPLEMENT NO. 17
TO GENERAL ORDER NO. 27.

Effective May 1, 1919, amending Supplement No. 17 to General Order No. 27, and in lieu thereof, where it is in conflict herewith, as to employees herein named, the following rates of pay per month, and effective September 1, 1919, rules for hours of service and working conditions upon railroads and Pullman cars in Federal operation are hereby ordered.

ARTICLE I.

Rates of Pay.

(a) Rates for sleeping and parlor car conductors:

	Per Month	Overtime Per Hour
For the first year's service - - - - - - - -	$125.00	52¢
Over one year to two years' service - - -	135.00	56.25¢
Over two years to five years' service - -	142.50	59.5¢
Over five years to ten years' service - -	150.00	62.5¢
Over ten years to fifteen years' service -	155.00	64.5¢
Over fifteen years' service - - - - - - -	160.00	66.75¢
Extended special tours - - - - - - - - - - -	160.00	66.75¢

(b) For all employees included in Section (a) of this Article, two hundred forty (240) hours or less in regular assignment shall constitute a basic month's work. Deadhead hourage properly authorized to be counted as service hourage. Time for trip of employees up to designated schedule time of first station shown in working timetable after midnight on a car scheduled to leave prior to 12:00 o'clock midnight of the last day of a month, will be credited to the month in which the train handling the car is scheduled to leave.

ARTICLE II.

Entering or Reentering Service Rate.

Employees with more than one year's cumulative experience as sleeping or parlor car conductors with railroads and or the Pullman service, at the time of entering or reentering that service will receive as a starting rate the compensation of employees with over one year to two years' service; progressive rates dating from last time employed shall be applied thereafter. Seniority in service to date from date of last time employed.

ARTICLE III.

Progressive Scales of Wages.

Where progressive periods of service are in effect which are at variance with the one herein provided, such periods shall be changed to conform with the one herein established. Where higher rates are preserved by Article VII hereof, the compensation of conductors shall be continued at such higher rates, until the next period of service absorbing the higher rate is reached when the rate provided by Article I shall be applied.

ARTICLE IV.

Overtime.

Conductors shall be paid overtime on the actual minute basis for all time on duty each month in excess of two hundred forty (240) hours, except that on trips where the spread of the assignment of each trip is ten or more hours, extending over the period between twelve midnight and 6:00 A.M., actual continuous time authorized for rest each night when sleeping space is reserved for the conductor shall be deducted from the continuity of time with a minimum payment for eight hours. Time shall be counted as continuous for each trip from the time required to report for duty until released from duty subject to the above rest deduction and to the provisions contained in the last sentence of Section (b), Article I. Even hours shall be paid for at the end of each pay period; fractions thereof shall be carried forward.

ARTICLE V.

Station Duty, Loading Trains and Extra Service.

(a) When required to perform station duty or to load trains, on other than their own assignment, conductors shall be allowed four hours pay for four hours service or less, eight hours pay for over four hours and up to eight hours service, at the respective established hourly rate, and thereafter on the actual minute basis.

(b) Extra conductors performing road service in the place of a regularly assigned conductor or on an extra assignment, shall be paid in accordance with their years of service, the compensation a regularly assigned conductor would receive for the same service, which will be determined, in the case of a regularly assigned run, or a trip over the same district, by dividing the monthly wage by the number of trips (initial terminal to final terminal) required for a month's work; for a trip where there is no regular assignment, the compensation will be determined by multiplying the time on duty, subject to the deduction in time provided in Article IV, by the respective established hourly rate. The minimum allowance for the latter service will be eight hours. For the purpose of calculating time under this section where time ends at first station shown in working timetable after midnight, the trip will not be considered as completed until arrival at terminal.

(c) A conductor used on other than his regular assignment shall be paid not less than he would have received on his regular assignment.

ARTICLE VI.

Bonus Payments.

Bonus payments of all descriptions paid in addition to established wages will be discontinued beginning January 1, 1919.

ARTICLE VII.

Preservation of Rates.

(a) The minimum rates and all rates in excess thereof as herein established, and higher rates which have been authorized since January 1, 1918 (including General Order No. 27, but excluding Supplement No. 17 to General Order No. 27) shall be preserved.

(b) The wage runs with the place except as modified by age in service as herein provided.

(c) An employee other than a conductor placed in charge of more than one car, performing conductor's work, shall be paid the conductor's rate.

ARTICLE VIII.

Relief Period.

Not less than ninety-six (96) hours off duty each calendar month, in twenty-four (24) consecutive hour periods, or multiples thereof, will be allowed on night runs at designated home terminals, and also on day runs where the conductor's assignment and service does not permit of at least twelve (12) consecutive hours off-duty period at their designated home terminal each forty-eight (48) hours. Conductors required to work on assigned layover days will be paid extra therefor in addition to monthly wage, as per sections (a) and (b) of Article V.

ARTICLE IX.

Promotion and Seniority.

(a) Promotion will be based on ability, merit and seniority; ability and merit being sufficient, seniority shall prevail. The management shall be the judge, subject to an appeal, as provided in Article X.

(b) Seniority shall be restricted to each classified department and or district as at present operated. When employees are transferred temporarily to work on seasonal runs, such employees shall rank as junior to the employees on the district to which transferred and retain their seniority on the district from which transferred.

(c) Seniority rights of employees referred to hereinto -

(1) New positions,
(2) Vacancies,

will be governed by paragraphs (a) and (b) of this article.

(d) Employees declining promotion shall not lose their seniority.

(e) Employees accepting promotion will be allowed sufficient time in which to qualify, and failing, will be returned to former position without loss of seniority.

(f) New positions or vacancies will be promptly bulletined for a period of ten days in the departments where they occur. Employees desiring such positions will file their applications with the designated officials within that time, and an appointment will be made within ten days thereafter. Such position or vacancies may be filled temporarily, pending an assignment. The name of the appointee will immediately thereafter be posted where the position or vacancy was bulletined.

(g) In reducing forces, seniority shall govern. When forces are increased, employees will be returned to the service and positions formerly occupied, in the order of their seniority. Employees desiring to avail themselves of this rule must file their names and addresses with the proper official. Employees failing to report for duty or give satisfactory reason for not doing so within seven days from date of notification will be considered out of the service.

(h) A seniority roster of all employees (in each classified department and district as at present operated unless changed by mutual agreement) showing name, date of entering the service and the date of each promotion or change, will be posted in a place accessible to those affected.

(i) The roster will be revised and posted in January of each year, and shall be open to correction for a period of sixty days from date of posting, on presentation of proof of error by an employee or his representative. The duly accredited representative of the employee shall be furnished with a copy of roster upon written request.

ARTICLE X.

Discipline and Grievances.

(a) An employee disciplined, or who considers himself unjustly treated, shall have a fair and impartial hearing, provided written request is presented to his immediate superior within ten days of the date of the advice of discipline, and the hearing shall be granted within ten days thereafter.

(b) A decision will be rendered within ten days after the completion of hearing. If an appeal is taken, it must be filed with the next higher official, and a copy furnished the official whose decision is appealed within ten days after date of decision. The hearing and decision on the appeal shall be governed by the time limits of the preceding section.

(c) At the hearing or on the appeal, the employees may be assisted by a committee of employees, or by one or more duly accredited representatives.

(d) The right of appeal by employees or representatives, in regular order of succession and in the manner prescribed, up to and inclusive of the highest official designated by the railroad or Pullman Car Lines, to whom appeals may be made, is hereby established.

(e) An employee on request will be given a letter, stating the cause of discipline. A transcript of evidence taken at the investigation or on the appeal will be furnished on request to the employee or representatives.

(f) If the final decision decrees that charges against the employee were not sustained, the record shall be cleared of the charge; if suspended or dismissed, the employee shall be returned to former position and paid for all time lost.

(g) A duly accredited committee of employees shall be granted leave of absence and free transportation for the adjustment of differences between the employer and the employees.

ARTICLE XI.

Rules for Application of this Order.

(a) It is not the intention of this order to change the number of days worked per month as of January 1, 1919, except as may be required by the provisions of Article VIII, or where the present relief periods are in excess of those required by Article VIII. The said article, however, shall not operate to effect lesser increases in pay than herein established.

(b) After the application of this order, where the exigencies of the service require additional local adjustments to properly meet abnormal conditions, a conference shall be held between the employees, or their duly accredited representatives, and the management, and a statement of facts submitted in accordance with the provisions of Supplements No. 6 or No. 6-A to General Order No. 27, or any procedure subsequently adopted in lieu thereof, accompanied by a recommendation.

ARTICLE XII.

Interpretation of this Order.

The rates of pay and rules herein established shall be incorporated into existing agreements and into agreements which may be reached in the future on the several railroads and with the Pullman Car Lines, and should differences arise between the management and the employees of any of the railroads or of the Pullman Car Lines as to such incorporation, intent or application of this order, such questions of differences shall be referred through the Director, Division of Labor, as prescribed in Supplements Nos. 6 or 6-A to General Order No. 27, or any procedure subsequently adopted in lieu thereof, for decision, subject always to review by the Director General.

Agreements or practices, except as changed by this order, remain in effect.

WALKER D. HINES

Director General of Railroads.

E 38-18/17

UNITED STATES RAILROAD ADMINISTRATION.

WASHINGTON, SEPTEMBER 3, 1919.

AMENDMENT NO. 1 TO SUPPLEMENT NO. 17 TO GENERAL ORDER NO. 27.

Effective May 1, 1919, amending Supplement No. 17 to General Order No. 27, and in lieu thereof, where it is in conflict herewith, as to employees herein named, the following rates of pay per month, and effective September 1, 1919, rules for hours of service and working conditions upon railroads and Pullman cars in Federal operation are hereby ordered.

ARTICLE I.—RATES OF PAY.

(*a*) Rates for sleeping and parlor car conductors:

	Per month	Overtime per hour (cents)
For the first year's service	$125.00	52
Over one year to two years' service	135.00	56.25
Over two years to five years' service	142.50	59.5
Over five years to ten years' service	150.00	62.5
Over ten years to fifteen years' service	155.00	64.5
Over fifteen years' service	160.00	66.75
Extended special tours	160.00	66.75

(*b*) For all employees included in section (*a*) of this article, two hundred forty (240) hours or less in regular assignment shall constitute a basic month's work. Deadhead hourage properly authorized to be counted as service hourage. Time for trip of employees up to designated schedule time of first station shown in working time-table after midnight on a car scheduled to leave prior to 12 o'clock midnight of the last day of a month will be credited to the month in which the train handling the car is scheduled to leave.

ARTICLE II.—ENTERING OR REENTERING SERVICE RATE.

Employees with more than one year's cumulative experience as sleeping or parlor car conductors with railroads and or the Pullman service at the time of entering or reentering that service will receive as a starting rate the compensation of employees with over one year to two years' service; progressive rates dating from last time employed shall be applied thereafter. Seniority in service to date from date of last time employed.

Article III.—Progressive Scales of Wages.

Where progressive periods of service are in effect which are at variance with the one herein provided, such periods shall be changed to conform with the one herein established. Where higher rates are preserved by Article VII hereof, the compensation of conductors shall be continued at such higher rates until the next period of service absorbing the higher rate is reached, when the rate provided by Article I shall be applied.

Article IV.—Overtime.

Conductors shall be paid overtime on the actual minute basis for all time on duty each month in excess of two hundred forty (240) hours, except that on trips where the spread of the assignment of each trip is ten or more hours, extending over the period between 12 midnight and 6 a. m., actual continuous time authorized for rest each night when sleeping space is reserved for the conductor shall be deducted from the continuity of time with a minimum payment for eight hours. Time shall be counted as continuous for each trip from the time required to report for duty until released from duty, subject to the above rest deduction and to the provisions contained in the last sentence of section (*b*), Article I. Even hours shall be paid for at the end of each pay period; fractions thereof shall be carried forward.

Article V.—Station Duty, Loading Trains, and Extra Service.

(*a*) When required to perform station duty or to load trains on other than their own assignment, conductors shall be allowed four hours' pay for four hours' service or less, eight hours' pay for over four hours and up to eight hours' service, at the respective established hourly rate, and thereafter on the actual minute basis.

(*b*) Extra conductors performing road service in the place of a regularly assigned conductor or on an extra assignment shall be paid in accordance with their years of service the compensation a regularly assigned conductor would receive for the same service, which will be determined, in the case of a regularly assigned run, or a trip over the same district, by dividing the monthly wage by the number of trips (initial terminal to final terminal) required for a month's work; for a trip where there is no regular assignment, the compensation will be determined by multiplying the time on duty, subject to the deduction in time provided in Article IV, by the respective established hourly rate. The minimum allowance for the latter service will be eight hours. For the purpose of calculating time under this section where time ends at first station shown in

working time-table after midnight, the trip will not b
completed until arrival at terminal.

(*c*) A conductor used on other than his regular as
be paid not less than he would have received on his r
ment.

Article VI.—Bonus Payments.

Bonus payments of all descriptions paid in addition
wages will be discontinued beginning January 1, 191

Article VII.—Preservation of Rates.

(*a*) The minimum rates and all rates in excess the
established and higher rates which have been authori
uary 1, 1918 (including General Order No. 27, but excl
ment No. 17 to General Order No. 27) shall be preserve

(*b*) The wage runs with the place except as modif
service as herein provided.

(*c*) An employee other than a conductor placed in c
than one car, performing conductor's work, shall be
ductor's rate.

Article VIII.—Relief Period.

Not less than ninety-six (96) hours off duty each ca
in twenty-four (24) consecutive hour periods, or mul
will be allowed on night runs at designated home termi
on day runs where the conductor's assignment and se
permit of at least twelve (12) consecutive hours off-d
their designated home terminal each forty-eight (48)
ductors required to work on assigned layover days will
therefor in addition to monthly wage, as per sections
of Article V.

Article IX.—Promotion and Seniority.

(*a*) Promotion will be based on ability, merit, a
ability and merit being sufficient, seniority shall preva
agement shall be the judge, subject to an appeal, as
Article X.

(*b*) Seniority shall be restricted to each classified de
or district as at present operated. When employees a
temporarily to work on seasonal runs, such employees
junior to the employees on the district to which tra
retain their seniority on the district from which transfe

rticle III.—Progressive Scales of Wages.

rogressive periods of service are in effect which are at th the one herein provided, such periods shall be changed with the one herein established. Where higher rates are y Article VII hereof, the compensation of conductors ntinued at such higher rates until the next period of rbing the higher rate is reached, when the rate provided shall be applied.

Article IV.—Overtime.

rs shall be paid overtime on the actual minute basis for duty each month in excess of two hundred forty (240) pt that on trips where the spread of the assignment of ten or more hours, extending over the period between t and 6 a. m., actual continuous time authorized for rest when sleeping space is reserved for the conductor shall from the continuity of time with a minimum payment ours. Time shall be counted as continuous for each trip me required to report for duty until released from duty, he above rest deduction and to the provisions contained in tence of section (*b*), Article I. Even hours shall be paid nd of each pay period; fractions thereof shall be carried

—Station Duty, Loading Trains, and Extra Service.

n required to perform station duty or to load trains on their own assignment, conductors shall be allowed four for four hours' service or less, eight hours' pay for over and up to eight hours' service, at the respective estab- ly rate, and thereafter on the actual minute basis.

ra conductors performing road service in the place of a assigned conductor or on an extra assignment shall be cordance with their years of service the compensation a assigned conductor would receive for the same service, be determined, in the case of a regularly assigned run, ver the same district, by dividing the monthly wage by the trips (initial terminal to final terminal) required for a ork; for a trip where there is no regular assignment, the ion will be determined by multiplying the time on duty, the deduction in time provided in Article IV, by the re- tablished hourly rate. The minimum allowance for the ice will be eight hours. For the purpose of calculating r this section where time ends at first station shown in

working time-table after midnight, the trip will not be considered as completed until arrival at terminal.

(*c*) A conductor used on other than his regular assignment shall be paid not less than he would have received on his regular assignment.

Article VI.—Bonus Payments.

Bonus payments of all descriptions paid in addition to established wages will be discontinued beginning January 1, 1919.

Article VII.—Preservation of Rates.

(*a*) The minimum rates and all rates in excess thereof as herein established and higher rates which have been authorized since January 1, 1918 (including General Order No. 27, but excluding Supplement No. 17 to General Order No. 27) shall be preserved.

(*b*) The wage runs with the place except as modified by age in service as herein provided.

(*c*) An employee other than a conductor placed in charge of more than one car, performing conductor's work, shall be paid the conductor's rate.

Article VIII.—Relief Period.

Not less than ninety-six (96) hours off duty each calendar month, in twenty-four (24) consecutive hour periods, or multiples thereof, will be allowed on night runs at designated home terminals, and also on day runs where the conductor's assignment and service does not permit of at least twelve (12) consecutive hours off-duty period at their designated home terminal each forty-eight (48) hours. Conductors required to work on assigned layover days will be paid extra therefor in addition to monthly wage, as per sections (*a*) and (*b*) of Article V.

Article IX.—Promotion and Seniority.

(*a*) Promotion will be based on ability, merit, and seniority; ability and merit being sufficient, seniority shall prevail. The management shall be the judge, subject to an appeal, as provided in Article X.

(*b*) Seniority shall be restricted to each classified department and or district as at present operated. When employees are transferred temporarily to work on seasonal runs, such employees shall rank as junior to the employees on the district to which transferred and retain their seniority on the district from which transferred.

(*c*) Seniority rights of employees referred to herein to—

(1) New positions,

(2) Vacancies,

will be governed by paragraphs (*a*) and (*b*) of this article.

(*d*) Employees declining promotion shall not lose their seniority.

(*e*) Employees accepting promotion will be allowed sufficient time in which to qualify, and failing, will be returned to former position without loss of seniority.

(*f*) New positions or vacancies will be promptly bulletined for a period of 10 days in the departments where they occur. Employees desiring such positions will file their applications with the designated officials within that time, and an appointment will be made within 10 days thereafter. Such positions or vacancies may be filled temporarily, pending an assignment. The name of the appointee will immediately thereafter be posted where the position or vacancy was bulletined.

(*g*) In reducing forces, seniority shall govern. When forces are increased, employees will be returned to the service and positions formerly occupied, in the order of their seniority. Employees desiring to avail themselves of this rule must file their names and addresses with the proper official. Employees failing to report for duty or give satisfactory reason for not doing so within seven days from date of notification will be considered out of the service.

(*h*) A seniority roster of all employees (in each classified department and district as at present operated, unless changed by mutual agreement) showing name, date of entering the service, and the date of each promotion or change will be posted in a place accessible to those affected.

(*i*) The roster will be revised and posted in January of each year, and shall be open to correction for a period of 60 days from date of posting on presentation of proof of error by an employee or his representative. The duly accredited representative of the employee shall be furnished with a copy of roster upon written request.

Article X.—Discipline and Grievances.

(*a*) An employee disciplined, or who considers himself unjustly treated, shall have a fair and impartial hearing, provided written request is presented to his immediate superior within 10 days of the date of the advice of discipline, and the hearing shall be granted within 10 days thereafter.

(*b*) A decision will be rendered within 10 days after the completion of hearing. If an appeal is taken, it must be filed with the next higher official, and a copy furnished the official whose decision is ap-

pealed within 10 days after date of decision. The hearing and decision on the appeal shall be governed by the time limits of the preceding section.

(*c*) At the hearing or on the appeal the employees may be assisted by a committee of employees, or by one or more duly accredited representatives.

(*d*) The right of appeal by employees or representatives, in regular order of succession and in the manner prescribed, up to and inclusive of the highest official designated by the railroad or Pullman Car Lines to whom appeals may be made is hereby established.

(*e*) An employee on request will be given a letter stating the cause of discipline. A transcript of evidence taken at the investigation or on the appeal will be furnished on request to the employee or representatives.

(*f*) If the final decision decrees that charges against the employee were not sustained, the record shall be cleared of the charge; if suspended or dismissed, the employee shall be returned to former position and paid for all time lost.

(*g*) A duly accredited committee of employees shall be granted leave of absence and free transportation for the adjustment of differences between the employer and the employees.

Article XI.—Rules for Application of this Order.

(*a*) It is not the intention of this order to change the number of days worked per month as of January 1, 1919, except as may be required by the provisions of Article VIII, or where the present relief periods are in excess of those required by Article VIII. The said article, however, shall not operate to effect lesser increases in pay than herein established.

(*b*) After the application of this order, where the exigencies of the service require additional local adjustments to properly meet abnormal conditions, a conference shall be held between the employees, or their duly accredited representatives, and the management, and a statement of facts submitted in accordance with the provisions of Supplements No. 6 or No. 6-A to General Order No. 27, or any procedure subsequently adopted in lieu thereof, accompanied by a recommendation.

Article XII.—Interpretation of this Order.

The rates of pay and rules herein established shall be incorporated into existing agreements and into agreements which may be reached in the future on the several railroads and with the Pullman Car Lines, and should differences arise between the management and the

of employees referred to herein to—

ns,

agraphs (*a*) and (*b*) of this article.
ning promotion shall not lose their seniority.
ting promotion will be allowed sufficient time
d failing, will be returned to former position
y.
vacancies will be promptly bulletined for a
e departments where they occur. Employees
will file their applications with the designated
e, and an appointment will be made within
h positions or vacancies may be filled tempo-
nment. The name of the appointee will im-
posted where the position or vacancy was

es, seniority shall govern. When forces are
l be returned to the service and positions for-
rder of their seniority. Employees desiring
his rule must file their names and addresses
Employees failing to report for duty or give
not doing so within seven days from date of
dered out of the service.
r of all employees (in each classified depart-
present operated, unless changed by mutual
me, date of entering the service, and the date
hange will be posted in a place accessible to

revised and posted in January of each year,
rection for a period of 60 days from date of
of proof of error by an employee or his rep-
ccredited representative of the employee shall
y of roster upon written request.

.—Discipline and Grievances.

ciplined, or who considers himself unjustly
ir and impartial hearing, provided written
is immediate superior within 10 days of the
iscipline, and the hearing shall be granted
r.
e rendered within 10 days after the comple-
ppeal is taken, it must be filed with the next
y furnished the official whose decision is ap-

pealed within 10 days after date of decision. The hearing and decision on the appeal shall be governed by the time limits of the preceding section.

(*c*) At the hearing or on the appeal the employees may be assisted by a committee of employees, or by one or more duly accredited representatives.

(*d*) The right of appeal by employees or representatives, in regular order of succession and in the manner prescribed, up to and inclusive of the highest official designated by the railroad or Pullman Car Lines to whom appeals may be made is hereby established.

(*e*) An employee on request will be given a letter stating the cause of discipline. A transcript of evidence taken at the investigation or on the appeal will be furnished on request to the employee or representatives.

(*f*) If the final decision decrees that charges against the employee were not sustained, the record shall be cleared of the charge; if suspended or dismissed, the employee shall be returned to former position and paid for all time lost.

(*g*) A duly accredited committee of employees shall be granted leave of absence and free transportation for the adjustment of differences between the employer and the employees.

Article XI.—Rules for Application of this Order.

(*a*) It is not the intention of this order to change the number of days worked per month as of January 1, 1919, except as may be required by the provisions of Article VIII, or where the present relief periods are in excess of those required by Article VIII. The said article, however, shall not operate to effect lesser increases in pay than herein established.

(*b*) After the application of this order, where the exigencies of the service require additional local adjustments to properly meet abnormal conditions, a conference shall be held between the employees, or their duly accredited representatives, and the management, and a statement of facts submitted in accordance with the provisions of Supplements No. 6 or No. 6-A to General Order No. 27, or any procedure subsequently adopted in lieu thereof, accompanied by a recommendation.

Article XII.—Interpretation of this Order.

The rates of pay and rules herein established shall be incorporated into existing agreements and into agreements which may be reached in the future on the several railroads and with the Pullman Car Lines, and should differences arise between the management and the

employees of any of the railroads or of the Pullman Car Lines as to such incorporation, intent, or application of this order, such questions of differences shall be referred through the Director, Division of Labor, as prescribed in Supplements Nos. 6 or 6-A to General Order No. 27, or any procedure subsequently adopted in lieu thereof, for decision, subject always to review by the Director General.

Agreements or practices, except as changed by this order, remain in effect.

WALKER D. HINES,
Director General of Railroads.

WASHINGTON : GOVERNMENT PRINTING OFFICE : 1919

Mr. C

Have not prepared letter to Chairman of Board as wanted to see whether effective dates will be approved

JGN

Form 9-18

FILE NO.

UNITED STATES RAILROAD ADMINISTRATION

W[redacted], DIRECTOR GENERAL OF RAILROADS

SUBJECT: Recommendation No. 98 - Wages and hours of service of sleeping and parlor car conductors on railroads and Pullman cars in Federal operation.

Washington, September 3, 1919.

MEMORANDUM FOR DIRECTOR GENERAL:

We enclose herewith revised Recommendation No. 98 of the Board of Railroad Wages and Working Conditions, covering the sleeping and parlor car conductors.

Shortly after Supplement No. 17 was issued it developed that the basic minimum rates shown in Article I (a) failed to represent the correct monthly wages as of January 1, 1918. The original hearings were held in November, 1918, and according to the testimony of the President of the Sleeping Car Conductors' Association, bonus allowances which had been paid conductors were not dependable. It developed, however, that these bonuses had generally been paid to over 90% of the men, and in 1918 approximately 97% received them. These bonuses ranged from $14.00 per month on the minimum rates to $21.00 on the maximum. As the increases under the Supplement were intended to add $25.00 per month to the earnings as of January 1, 1918, through omitting the bonuses from the wages as of January 1, 1918 it resulted in the men receiving only the difference between the amount of the bonus and $25.00; consequently they did not receive the amount of increase intended to be granted.

The mileage basis provided in Article I and the provisions of Articles IV and V, covering respectively terminal time and extra service, were also very unsatisfactory to both the employes and the management.

On account of the general dissatisfaction with Supplement No. 17 the Board reconsidered same. Under date of July 10th they submitted to you a revision, which included not only the conductors, but also porters and others who were subject to Supplement No. 17. On account of representatives of the Divisions of Operation and Labor being engaged in conferences on other matters it was not possible to give prompt consideration to this recommendation, but as soon as the other conferences were completed arrangements were made for the representatives of the Pullman Car Lines and of the employes to come here to consider the revision, as it was desired to avoid a repetition of the experience with Supplement No. 17.

Federal Manager Taylor was very pronounced in his views that the revision should apply only to conductors; that there were no complaints from the other employes; that increases granted the porters under Supplement No. 17, together with the compensation they receive from travellers, produces liberal incomes. He estimates that the proposed changes would increase the expense for porters alone $1,500,000. per annum.

Memo. for Director General - #2. 9/3/19.

Upon completion of the conference with Federal Manager Taylor and President Warfield the matter was again taken up with the Board of Railroad Wages and Working Conditions. They have reconsidered the amendment and submitted a revision covering conductors only. The principal changes, compared with Supplement No. 17, are in the monthly pay, as explained herein, and the change in the overtime basis from 300 hours per month to 240 hours. Mr. Taylor advised that the hours of many of their conductors had already been adjusted, and that with some additional adjustments they felt they could come to the 240 hours per month basis without excessive increase in expenses.

From the statement accompanying the revision of July 10, 1919, you will note that the Board estimates the following increases:

Supplement No. 17, over Jan. 1, 1918,	$1,032,378.
" " " " " " " , with bonuses,	507,511.
" " " " Gen'l Order 27, plus "	46,932.
Amendment No. 1 to Supplement No. 17, over Jan. 1, 1918, without bonuses,	1,541,418.
Amendment No. 1 to Supplement No. 17, over Jan. 1, 1918, and bonuses,	1,016,551.
Amendment No. 1 to Supplement No. 17, over General Order No.27, plus bonuses,	555,972.

The assignments of conductors and porters are entirely different, and in the event that the porters should request a reconsideration of Supplement No. 17, it was suggested to the Board that they should obtain complete information, so as to be able to deal with their situation comprehensively, but in the light of the present information there did not appear to be any justification for changing Supplement No. 17 for others than conductors.

The first revision was received July 10th. It provided for the revised rates being effective from January 1, 1919 and the revised rules August 1, 1919. In the meantime, the Board received your letter of instructions dated August 26th, and they construe same to require that wage adjustments should not be made retroactive back of a date approximating the date on which they make their report. They therefore provide that the revision of August 27th should be effective from August 1st. We feel that the Board having been misled concerning the true earnings as of January 1, 1918 to which the increases were to be added, the proposed changes in Supplement No. 17 are for the purpose of correcting errors, and therefore there are good grounds for making the effective dates of the changes in the rates the same as the effective date of Supplement No. 17.

We have accordingly made the effective date of the proposed changes in rates January 1, 1919, and made the effective date of the changes in rules September 1, 1919, and recommend your approval of same.

W. T. Tyler
W J Courtney
D

E 38-18/17

August 29, 1919.

for Mr. Tyler:

I attach herewith Recommendation No. 98 (revised August 27, 1919), of the Board of Railroad Wages & Working Conditions in re wages and hours of service of sleeping and parlor car conductors on railroads and Pullman cars in Federal operation. Will you please let the Director General have the recommendations of yourself and Mr. Carter on same.

M.B.C.

CJM

August 29,1919.

E 38-18/17

for Mr. Carter:

I attach herewith an "extra copy" of Recommendation No. 98 (revised August 27, 1919) of the Board of Railroad Wages and Working Conditions, in re wages and hours of service of sleeping and parlor car conductors on railroads and Pullman cars in Federal operation.

M.B.C.

CJM

FILE NO. E 38-18/17

File

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT:

Aug. 23, 1919.

MEMORANDUM Mr. Hines:

You have had before you previously the question of the effective date of Supplement No. 5 to General Order 27 which covers employes of the Pullman Car Lines. Under date of July 14, Mr. Jewell wrote urging that Supplement 5 be retroactive to Jan. 1, 1918 as was Supplement No. 4. I summarized the situation at that time to you in a memorandum dated Aug. 13th, which is marked in the accompanying file, and suggested a reply to Mr. Jewell. You asked me to have the matter considered further with specific reference to the question of whether or not the employes coming under Supplement No. 5 had received the benefits of General Order 27. It was necessary in order to ascertain this information, to communicate with the Pullman Car Lines. This has been done. Since that time, Representative Esch, Chairman of the House Committee on Interstate Commerce, in a letter dated Aug. 19th which is attached, sent you a copy of a resolution which had been introduced by Representative Mead of New York, asking for information as to why supervisory forces of the Pullman Car Lines had not had their pay increased effective Jan. 1, 1918 as were the employees in the locomotive and car departments of the railroads under Supplement No. 4.

An investigation through Mr. Tyler's office develops that General Order 27 was applied to Pullman Car Line employees effective Jan. 1, 1918. One of the reasons why Supplement No. 5 was not made effective Jan. 1, 1918 was that definite decision to retain Pullman Company under Federal control was not arrived at until about July 1, and in the meantime, Pullman Company employes had full right to make application for adjustment of working conditions and wages to the management. It is to be noted that General Order No.8 as to railroad employees provided that "pending the disposition of these matters by the Director General, all requests by employees involving revisions of schedules or general changes in conditions affecting wages and hours will be held in abeyance by both the managers and employees."

I now attach a draft of letter for your signature to Mr. Esch and also a revised draft of letter to Mr. Jewell. It is to be noted that the letter of Mr. Esch has to do only with supervisory employees, whereas the letter of Mr. Jewell has to do with all employees coming under Supplement No. 5.

M. B. Clagett.

MBC/M

E 38-18

August 23, 1919.

My dear Mr. Lech:

I have your letter of the 19th of August enclosing a copy of the Resolution introduced in the House on July 22nd by Representative Mead of New York, asking for certain information regarding the effective date of Supplement No. 5 to General Order No. 27 of the Railroad Administration. In response to your request that in lieu of any action of the House upon this Resolution, I send to you the information called for by the Resolution. I take pleasure in submitting the following:

The railroad systems of the country generally were placed under Federal control by a proclamation of the President dated December 26, 1917, and for accounting and other purposes, Federal control began as of January 1, 1918. At the time the roads were placed under Federal control, there were pending a large number of wage demands which had resulted in considerable unrest among railroad labor. Almost immediately after being placed in charge of railroads, the then Director General, in order to meet the demands of the war upon the transportation systems, and in order to maintain industrial peace on the railroads, announced that a Commission would be created to study the entire railroad wage problem, and that wage increases which might be adopted as a result of such investigation, would be made effective January 1, 1918. As a result, what was known as General Order No. 27, revising the rates of pay for employees generally, was issued on May 25, 1918. This order applied particularly to employes of the railroads, but it was stated in it that "The Pullman Company, whose status is now being considered, will also be added by order to the foregoing list, if decision shall be reached to retain it in Federal control." It was appreciated that the rates fixed in that Order might not be fair with respect to the mechanical crafts, and therefore it was stated that the Board of Railroad Wages and Working Conditions which was created in that Order, would give prompt consideration to the wages of these classes of employes and that action with regard to them would be taken subsequently. As a result, an investigation was had by the Board of Railroad Wages and Working Conditions, and subsequently, what was known as Supplement No. 4 to General Order No. 27, to fix rates of pay for these employees, was issued on July 25th, 1918, effective January 1, 1918. This order included rates of pay for the supervisory forces in the railroad locomotive and car departments mentioned in the first paragraph of the Resolution of Mr. Mead.

File BK

Form G-76.

2-8674

2/21/18

Meanwhile, what was known as General Order No. 8 was issued, which profided, among other things, that "pending a disposition of these matters (wages and working conditions) by the Director General, all requests of employes involving revisions of schedules or general changes in conditions affecting wages and hours will be held in abeyance by both the managers and employees."

It will be seen from this order, that in the interval between January 1, 1918 and the date of the issuance of Supplement No. 4 to General Order No. 27, the railroad employes involved were not at liberty to negotiate revised wage schedules with the managements of the railroads which they worked.

It having been decided that the Operating Department of the Pullman Car Lines would be retained under Federal control, what was known as Supplement No. 2 to General Order No. 27 was issued on July 3, 1918, stating that the terms and conditions of General Order No. 27 (which was effective January 1, 1918) could be applied to the Pullman Company Operating Department. This of course was applied to the employees of the mechanical crafts of the Operating Department of the Pullman Company, as well as to other employees. Special consideration was then given to the employes of the mechanical drafts of the Operating Department of the Pullman Car Lines, and as a result, Supplement No. 5 to General Order No. 27, which is the supplement mentioned in the second paragraph of Representative Mead's Resolution, was issued effective August 1, 1918, and included of course provision for the supervisory forces mentioned specifically.

The employes of the Pullman Company having been given an independent increase in wages on January 1, 1918, and having received the benefits of General Order No. 27, which was effective January 1, 1918, and having been at liberty, between January 1, 1918 and July 3rd, 1918, to take up wage questions independently with the officials of the Pullman Companyin a manner which was not permitted to the employees of the railroads under Federal control, it was decided, after matured and careful consideration, that it was entirely fair to the employes of the mechanical crafts of the Pullman Car Lines that Supplement No. 5 to General Order No. 27 should be made effective August 1, 1918 instead of January 1, 1918 as was the case with Supplement No. 4 to General Order No. 27 covering similar railroad employees.

I trust that the above will give the information desired by Mr. Mead.

Sincerely yours,

Hon. John J. Esch,
Chairman, House Committee on Interstate & Foreign Commerce,
House Office Building,
Washington, D. C.

MBC/M

E 38-18/17

August 23, 1919.

EXTRA

My dear Mr. Jewell:

I have your letter of the 14th of July, calling attention to the desire of the mechanical employees of the Pullman Car Lines to have Supplement No. 5 to General Order No. 27 made retroactive to January 1, 1918, instead of being made effective as of August 1, 1918, in which form it was issued by Director General McAdoo.

You will remember that final decision to retain the Pullman Car Lines in Federal control was not reached until July 3, 1918, when Supplement No. 2 to General Order No. 27 was issued applying the provisions of General Order No. 27 to employees of the Pullman Company, Operating Department. I find on reference to my files, and to the facts presented at the time, that the reason that Supplement No. 5 to General Order No. 27 was made effective August 1, 1918, was that the Pullman Company and its employes were left free to handle wage matters between themselves in the period between January 1, 1918 and the announcement of the actual taking over of the Pullman Car Lines. General Order No. 8, referring to the consideration of railroad wage matters of the Board of Railroad Wages and Working Conditions, said that "Pending a disposition of these matters by the Director General, all requests of employes involving revisions of schedules or general changes in conditions affecting wages and hours will be held in abeyance by both the managers and employees."

No such restriction was applied to the employees of the Pullman Car Lines, and the Pullman employes had full right to make application for wages and working conditions to the management. As a matter of fact, the classes of employes covered by this Supplement were actually granted an increase as of January 1, 1918, prior to the President's Proclamation taking the railroads under Federal control, and were also granted increases under General Order No. 27. This increase was dated from January 1, 1918. There is a clear distinction therefore between the employees covered by Supplement No. 5 to General Order No. 27 and the railroad employees covered by Supplement No. 4 to General Order No. 27. The reasons for making Supplement No. 5 to General Order No. 27 effective August 1, appear to be entirely sound now as they were at the time, and under the circumstances, I can but conclude that the decision then made by Mr. McAdoo and concurred in by the members of his staff who advised him on such matters, should not be changed at this late date.

Form G-76 2—8074

Sincerely yours,

Mr. B. M. Jewell, Actg. Pres.,
Railway Employees Dept., A.F.of L.,
Washington, D. C.
MBC/M

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT COMMERCIAL NAT'L BANK BLDG., 14th & G STS., N. W. WASHINGTON, D. C. ALWAYS OPEN

E 38-18/17

1919 AUG 22 PM 1 00

1500 CH 159

TO CHICAGO ILL 1139A 22

JOHN C MARSH 1405

LABOR ADJUSTMENT BUREAUS OF OPERATION WESTERN RAILWAYS

NEW ARMY WASHINGTON DC

REFERRING TO OUR CONVERSATION RELATIVE TO APPLICATION SUPPLEMENT FIVE TO GENERAL ORDER THIRTY SIXTH TO REPORTERS OPERATING RELATIONS THE PULLMAN COMPANY IN REFERENCE TO THE REASON FOR FIXING EFFECTIVE DATE AS OF AUGUST FIRST INSTEAD OF JANUARY FIRST NINETEEN EIGHTEEN IS THAT OWING TO THE FACT REPORTS RELATING TO RELATE PULLMAN COMPANY UNDER FEDERAL CONTROL WAS NOT ARRIVED AT UNTIL ABOUT JULY FIRST AND IN THE EARLIEST PULLMAN COMPANY REPORTERS HAD FULL

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT COMMERCIAL NAT'L BANK BLDG., 14th & G STS., N. W. WASHINGTON, D. C. ALWAYS OPEN

1919 AUG 22 PM 1 01

CK SHEET 2

RIGHT TO MAKE APPLICATION FOR ADJUSTMENT OF WAGES AND WORKING CONDITIONS TO THEMSELVES AND THE CLASSES OF EMPLOYEES COVERED BY SUPPLEMENT FOUR WERE ACTUALLY GRANTED INCREASES AS OF JANUARY FIRST PRIOR TO THE PRESIDENTS PROCLAMATION TAKING THE RAILROADS UNDER FEDERAL CONTROL AND WERE GRANTED INCREASES ALSO UNDER GENERAL ORDER TWENTY SEVEN SUCH INCREASES DATING FROM JANUARY FIRST NINETEEN EIGHTEEN I BELIEVE IT WAS FEB UNDER THESE CIRCUMSTANCES MR GRAY AND OTHERS IT WOULD NOT BE PROPER TO MAKE SUPPLEMENT NUMBER FIVE EFFECTIVE FROM JANUARY FIRST

L S TAYLOR.

File
R.R.L.

E 38-18/17

MBC

Apparently Pullman people were not notified to withhold application of G.O. 27 from shopmen, as were the Railroads. This will require modifying proposed letter to Mr. Jewell.

Question arises whether Mr. Gray and Mr. Carter knew this when they recommended Sep 5. Nothing in our files bearing on it.

8/22/19 JGW

Mr Walker.

Pray may help you. Will you return?

M Vac

CLASS OF SERVICE	SYMBOL
Full Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — OFFICE OF DIRECTOR GENERAL OF RAILROADS — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

E 7 1-18/07

RECEIVED AT COMMERCIAL NAT'L BANK BLDG., 14th & G STS., N. W. WASHINGTON, D. C. ALWAYS OPEN

1919 AUG 21 PM 2 31

B118CH 68

PO CHICAGO ILL 112P 21

MR BRICE CLAGETT

1958

AUG 21 1919

ASSIST TO DIRECTOR GENL US RR ADMN WASHINGTON DC

REPLYING YOUR MESSAGE GENERAL ORDER TWENTY SEVEN WAS APPLIED TO ALL PULLMAN CAR LINES SHOP EMPLOYES EFFECTIVE JANUARY FIRST NINETEEN EIGHTEEN SUPPLEMENT FIVE TO GENERAL ORDER TWENTY SEVEN APPLIES THE PROVISIONS OF SUPPLEMENT FOUR TO PULLMAN CAR LINES EMPLOYES EFFECTIVE AUGUST FIRST NINETEEN EIGHTEEN AND OUR SHOP MEN AND WOMEN COMING UNDER SUPPLEMENT FOUR WERE CLASSIFIED AND PAID IN ACCORDANCE THEREWITH EFFECTIVE AS OF AUGUST FIRST NINETEEN EIGHTEEN

L S TAYLOR

Form G-7

TELEGRAM

2—4406

UNITED STATES RAILROAD ADMINISTRATION

W. G. McADOO, Director General of Railroads

Sent from Washington, D. C., ~~August 21, 1919.~~, 1918

L.S. Taylor
Federal Manager Pullman Car Lines
Chicago, Ill.

Supplement Number Five to General Order Twenty-Seven applying to shopmen of the Pullman Car Lines was made effective August first Nineteen Eighteen. Will you be good enough to advise me by wire whether the provisions of General Order twenty-seven have been applied to these particular employees since January first Nineteen eighteen and whether if the answer is in the negative these employees received any increase in wages between January first Nineteen Eighteen and August first Nineteen Eighteen.

~~McBride~~

BRICE CLAGETT
Assistant to Director General.

MWSC:dms
file dms

Form [illegible]

FILE NO.

UNITED STATES RAILR[redacted]ON

DIRECTOR GENERAL OF RAILROADS

SUBJECT:

E 38-18/17

MEMORANDUM MR. TYLER:

AUG 20 P.M.

August 19, 1919.

Will you be good enough to note the accompanying letter to the Director General from Representative Esch which of course should be answered as promptly as possible. I have looked into the situation and find that the men in question apparently are covered by Supplement Number 5 to General Order 27 which was made effective August 1st. 1918 instead of on January 1st. 1918 probably because of the representations made by Messrs. Carter and Gray in a memorandum to Mr. Hines dated August 7th., that in the interval between January first to August first Pullman employees unlike railroad employees were entirely at liberty to make any representations for appeals in regard to wages directly to the management, namely the Pullman Company. The question arises in order to answer Mr. Esch accurately, as to whether in the interval mentioned the supervisory employees mentioned in the resolution forwarded by him did actually receive any increases from the Pullman Company and also whether there was any actual deficits in the status of these employees and similar employees on railroads in the matter of being able to request and obtain increases in that interval. It appears to me that it might be possible that if this information is not available in Washington to obtain it from long distance telephone or telegraph from Chicago so that an answer to Mr. Esch might not be delayed.

File

M.B.C.

Showed to Mr Taylor today 8/21 -
He returns to Chicago, arriving
Mon Tuesday A.M. 8/22 Will look up their
records and give any information
he can develop -

110100
CB

E 38-18/17

SIXTY-SIXTH CONGRESS.

JOHN [illegible]CH, WIS., CHAIRMAN.
EDW[illegible] HAMILTON, MICH.
SAMUEL E. WINSLOW, MASS.
JAMES [illegible]. PARKER, N. Y.
BURTON E. SWEET, IOWA.
WALTER R. STINESS, R. I.
JOHN G. COOPER, OHIO.
HENRY W. WATSON, PA.
FRANKLIN F. ELLSWORTH, MINN.
EDWARD E. DENISON, ILL.
EVERETT SANDERS, IND.
SCHUYLER MERRITT, CONN.
J. STANLEY WEBSTER, WASH.

THETUS W. SIMS, TENN.
FRANK E. DOREMUS, MICH.
ALBEN W. BARKLEY, KY.
SAM RAYBURN, TEX.
ANDREW J. MONTAGUE, VA.
CHARLES P. COADY, MD.
ARTHUR G. DEWALT, PA.
JARED Y. SANDERS, LA.

GEORGE ESCH, CLERK.
A. H. CLARK, ASS'T CLERK.

HOUSE OF REPRESENTATIVES,
COMMITTEE ON
INTERSTATE AND FOREIGN COMMERCE,
WASHINGTON, [illegible], 1919.

AUG 19 1919

Hon. Walker D. Hines,
The Director General,
United States Railroad Administration,
Washington, D. C.

My dear Sir,

I am herewith inclosing House Resolution #191, introduced by Congressman Mead of New York on July 22nd, asking of you certain information as set forth in the preamble of the Resolution.

In lieu of any action of the House upon this Resolution would it not be possible for you to submit to the Committee on Interstate and Foreign Commerce the information sought?

With kindest regards, I remain,

Yours very truly,

John J. Esch

CHAIRMAN.

Enc.

File
BF

File to a C E 38-18/17 1098

Railway Employes Department

Executive Council

H. JOHNSTON,
A. F. of L. Bldg.,
Washington, D. C.

J. W. KLINE,
1150-59 Transportation Bldg.,
Chicago, Ill.

LOUIS WEYAND,
315 Wyandotte Bldg.,
Kansas City, Mo.

J. J. HYNES,
122 So. Ashland Boulevard,
Chicago, Ill.

JAS. P. NOONAN,
406-18 Reisch Bldg.,
Springfield, Ill.

M. F. RYAN,
503 Hall Bldg.,
Kansas City, Mo.

S. E. HEBERLING,
326 Brisbane Bldg.,
Buffalo, N. Y.

J. J. FORRESTER,
406-08 Sec'd Nat'l Bank Bldg.,
Cincinnati, Ohio.

RAILWAY EMPLOYES DEPARTMENT AMERICAN FEDERATION OF LABOR ORGD. NOV. 15TH 1908. ORGD. NOV. 1908.

A. O. WHARTON,
President.

B. M. JEWELL,
Acting President.

J. F. McGRATH,
Vice-President.

J. SCOTT,
Secretary-Treasurer.

HEADQUARTERS
ROOMS 505-508
A. F. OF L. BUILDING
WASHINGTON, D. C.
Telephone, Franklin 7651

Affiliated Organizations

INT. ASS'N OF MACHINISTS.
INT. BROTHERHOOD OF BLACKSMITHS AND HELPERS OF AMERICA.
INT. BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS AND HELPERS OF AMERICA.
SHEET METAL WORKERS' INT. ALLIANCE.
INT. BROTHERHOOD OF ELECTRICAL WORKERS.
BROTHERHOOD RAILWAY CARMEN OF AMERICA.
SWITCHMEN'S UNION OF NORTH AMERICA.
BROTHERHOOD OF RAILWAY CLERKS.

OFFICE OF
SECRETARY-TREASURER

Washington, D.C.,
August 16, 1919.

OFFICE OF DIRECTOR GENERAL OF RAILROADS
AUG 18 1919

Hon. Walker D. Hines,
Director General,
Railroad Administration,
I.C.C. Bldg.,
Washington, D.C.

Dear Mr. Hines:

We would call your attention to our letter to you under date of July 14th, regarding protest from the employees of the Pullman Car Lines, against the effective date of Supplement #5.

We have been receiving quite a few protests in the last week or ten days and we are being urged upon to get some expression from you on this matter.

Trusting that you will give same your favorable consideration, I am,

Respectfully yours,

John Scott

Secy.Treas.Ry.E. Dept.,
A.F. of L.

PJC/R

For[redacted]

FILE NO.

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT:

August 14,1919

MEMORANDUM For Mr. Clagett:

I have your memorandum of August 13th with draft of letter prepared for Mr. Hines' signature and also your memorandumto the Director General, all with respect to the effective date of Supplement No. 5 to General Order No.27.

I agree with what is proposed in these communications as correct except the most important feature of the matter, to me, has apparently been overlooked, and that is if we now say that a wage order shall be retroactive for the Pullman employees previous to the time the road was taken over we shall have to make all other wage orders retroactive to every railroad that has been taken over under Federal control since July 1,1918.

You will perhaps remember that there was an insistent demand on the part of all organizations of employees that all wage orders should be made retroactive to the railroads taken over for Federal control subsequent to July 1,1918 but that some time in January the Director General took the position that wages would be retroactive only as to date of taking over the road. This I consider an important matter both as to the Pullman Company and to any other railroad.

We are now discussing whether employees of the T.& B.V. RR which was taken over on August 1,1918 should have their wages made retroactive to Jan, 1,1918. In the T. & B.V. RR case there were so many promises made by Receiver Robins to the employees that places them in a much better position to make this demand than the Pullman employees, to whom I understand, no such promises were made by any body.

W.S.Carter

File BSG

2/6

1-AR

E 38

September 3, 1919.

For Mr. F. F. Gaines.

The attached letter from Arthur B. Hill, 622 North 30th street, Richmond, Va., relative to the petition of train porters of the A. C. L. Railroad for increase in wages, which was referred to Mr. Carter, has been returned with the suggestion that it be sent direct to you, for consideration.

M. B. C.

fcl

FILE

COPY

Form G-77

2—8675

E 38-88

August 30, 1919.

For Mr. W. S. Carter, Director, Division of Labor.

Herewith is a letter from Congressman J. Will Taylor, House of Representatives, with enclosures from Col. A. Y. Burrows, Knoxville, Tenn., relative to the claims of colored porters on the Southern Railroad.

The Congressman's letter has been acknowledged, with the statement that he would be properly advised, as requested.

M. B. C.

fol

FILE

COPY

Form G-77

2—8675

8 3 8 ~~84~~

9

August 30, 1919.

FILE

My dear Mr. Taylor:

In behalf of the Director, General, permit me to acknowledge receipt of your letter of the 28th of August, with enclosures from Col. A. Y. Burrows, Knoxville, Tenn., relative to the claims of colored porters on the Southern Railroad.

I shall be glad to see that you are properly advised in this regard, as requested.

Sincerely yours,

COPY

Hon. J. Will Taylor,
House of Representatives,
Washington.

Form G-77 Signed H B C

2—8675

fcl

E 3 8 7

August 28, 1919.

for Mr. W. S. Carter:

Herewith is a letter from Congressman J.W. Langley, with enclosed communication from William H. Talbert, of Winchester, Ky., asking an increase in his compensation as train porter on the L & N Railroad.

Receipt of the Congressman's letter has been formally acknowledged, and he has been advised of this reference.

M. B. C.

fcl-hl

FILE COPY

Form G-77

2—8675

E38-M
9

August 28, 1919.

FILE COPY

My dear Mr. Langley:

In behalf of the Director General, permit me to acknowledge receipt of your letter of the 27th of August, enclosing communication from William H. Talbert, of Winchester, Kentucky, asking an increase in his compensation as train porter on the Louisville & Nashville Railroad.

I shall be glad to see that this man's application is given proper consideration and in this connection I am referring the correspondence to Mr. W. S. Carter, Director of the Division of Labor.

Sincerely yours,

M B C

Form G-77

2—3673

Hon. John W. Langley,
House of Representatives,
Washington.

fcl-hl

E3 848
E

August 9, 1919.

for W. S. Carter:

Attached hereto is a further letter from Arthur B. Hill, 622 North 30th St., Richmond, Va., in regard to the petition of Train Porters of the ACL Railroad, for increase in wages. The previous correspondence in this case has been referred to you.

M. B. C.

fcl-hl

FILE

COPY

Form G-77

2---8075

E 38-48

August 9, 1919.

FILE

Dear Sir:

Permit me to acknowledge receipt of your letter of the 6th of August, which I am referring to Mr. W. S. Carter, Director of the Division of Labor, for consideration in connection with the petition of Train Porters, Atlantic Coast Line Railroad, for increase in wage.

Sincerely yours,

M B C

COPY

Mr. Arthur B. Hill,
622 North 30th St.,
Richmond, Va.

fcl-hl

Form G-77

2—8675

E 3 8 8
2

June 26, 1919.

For Mr. W. S. Carter, Director, Division of Labor.

Attached is a further letter from G. W. Tillman, with whom I believe you have also been in correspondence, relative to the rate of pay of porters performing brakemen's duties. This letter has not been acknowledged.

M. B. C.

fcl

E 3 8 88

June 19, 1919.

Dear Sir:

I have your letters of the 13th and 14th of June, relative to rate of pay for passenger train porters, and am referring them to Mr. W. S. Carter, Director, Division of Labor, for proper attention.

Sincerely yours,

M B C

Mr. G. W. Tillman,
Glen Rock Station,
Asheville, North Carolina.

fel

E 38-78
9

For Mr. W. S. Carter.

N.C. Herewith is a letter from G. W. Tillman, Glen Rock Station, Asheville, in further reference to the rate [illegible] passenger train porters. He has been advised of this reference.

M. B. C.

fcl

E 3 ~~87~~
1L

June 16,1919.

Dear Sir:

Permit me to acknowledge receipt of your letter of the 9th of June, requesting an immediate reply to certain questions regarding increase of wage for negro train porters and designation given such porters.

I am referring same to Mr. W. S. Carter, Director of the Division of Labor, with the request that it may be given prompt and careful consideration.

Sincerely yours,

M B C

Mr. G. W. Tillman,
Glen Rock Station,
Asheville, N. C.

fcl-hl

E-38 ~~89~~

June 26, 1919.

For Mr. W. S. Carter, Director, Division of Labor.

Attached is a further letter from G. W. Tillman, with whom I believe you have also been in correspondence, relative to the rate of pay of porters performing brakemen's duties. This letter has not been acknowledged.

M. B. C.

fcl

E 38-888

June 16, 1919.

for Mr. W. S. Carter:

Herewith is a letter from G.W.Tillman, Glen Rock Station, Asheville, N.C., regarding an increase in wages given negro train porters and the designation given these men by the Board. Will you please see that this communication receives prompt and careful attention.

M.B.C.

fcl-hl

E 38-79

April 19, 1919.

Dear Sir:

Permit me to acknowledge receipt of your letter of the 15th of April, relative to complaint filed in behalf of the porters of the Arkansas division of the Rock Island Railroad.

This matter has been referred to Mr. W. S. Carter, Director of the Division of Labor, for action and I am bringing your communication of April 15th to his attention in this connection.

Sincerely yours,

M B C

Mr. George H. Bell,
Lock Box 2435,
Memphis, Tenn.

FJL-HL

UNITED STATES RAILROAD ADMINISTRATION

WALKER D. HINES, DIRECTOR GENERAL OF RAILROADS

WASHINGTON

August 13, 1919.

My dear Mr. Jewell:

I have your letter of July 14th., calling attention to the desire of the mechanical employees of the Pullman Car Lines to have Supplement Number 5 to General Order 27, made retroactive to January 1st., 1918 instead of being made effective on August 1st., 1918, in which form it was issued by Director General McAdoo.

It so happens that this matter came to my attention prior to the issuance of Supplement Number 5 because of the fact that Mr. McAdoo who was then Director General was away from the city. I find on reference to my files and to the facts presented at the time, as well as the facts presented since, that the reason that Supplement Number 5 to General Order 27 was made effective August 1st., 1918 was that the Pullman Company and its employees were left free to handle wage matters by themselves in the period between January 1st., 1918 and the announcement of the actual taking over of the Pullman Car Lines and negotiations regarding wage matters concerning these employees were not prohibited as they were in the case of the railroads. There is a clear distinction therefore between such employees and employees on railroads under Federal control.

The reason for making Supplement Number 5 to General Order 27 effective August 1st., appear to be entirely sound now as they were at the time and under the circumstances I cannot but conclude that the decision then made by Mr. McAdoo and concurred in by the members of his staff who advised him on such matters should not be changed at this late date.

Very sincerely yours,

B.M. Jewell, Esq.,
Acting President Railway Employees Department,
A.F. of L.
Washington, D.C.

MR. CARTER: August 13, 1919.

I attach herewith a draft of letter which I have prepared for Mr. Hines' signature, addressed to Mr. Jewell, regarding the effective date of Supplement Number 5 to General Order 27. To refresh your memory, I also attach a memorandum reviewing the situation which I propose sending to Mr. Hines together with this draft of letter. May I ask that you make any revisions in this draft of letter which may appear proper to you and also give the views of Mr. Tyler so that the matter may go before the Director General in final shape.

M.B.C.

M.B.C.ACW:
File, ACW.

Form [redacted]8

E 38-18 / Sup 17

FILE NO.

Office of the Director General of Railroads

UNITED STATES RAILROAD ADMINISTRATION

W. G. McADOO, DIRECTOR GENERAL OF RAILROADS

SUBJECT:

August 13, 1919

AUG 13 1919

MEMORANDUM FOR MR. CLAGETT:

Replying to your memorandum of August 11th, enclosing letter from President Warfield of the Order of Sleeping Car Conductors:

On account of other conferences, it has been impossible to hold a conference with the representatives of the Pullman Car Lines and of the Order of Sleeping Car Conductors to consider the revision of Supplement No. 17 as recommended by the Board of Railroad Wages and Working Conditions, but we have now arranged for such conference on Monday next, and Mr. Carter will advise Mr. Warfield accordingly.

W. T. Tyler

Have returned Mr Warfields letter for use at the Conference.

Noted MBC

Form [illegible]

FILE NO.

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

Urgent

SUBJECT:

August 13, 1919.

MEMORANDUM MR. HINES:

Attached herewith is file in case of request of mechanical employees of the Pullman Car Lines that the wage increase given them effective August 1st. 1918 should have been made effective January 1st. 1918.

The matter comes up now in a letter from Mr. Jewell to you dated July 14th. in which he calls attention to the contentions of these employees pointing out that the protest was first brought to the attention of the Division of Labor in November 1918. The matter was taken up again with the Division of Labor June 7, 1919. On May 28 , 1919 Mr. Reed of the Division of Labor informed Mr. Jewell that the contention of these employee was being filed with the Board of Railroad Wages and Working Conditions.

On June 30th., the matter was placed before the Board by Mr. Jewell. On July 11th. the Board informed Mr. Jewell that it was without authority to change the effective date of Supplement Number 5 to General Order 27, which is the Supplement in question. Mr. Jewell therefore now has laid the matter before you personally. I have asked Mr. Carter to make an outline of the situation and his memorandum is next attached.

I think it will be unnecessary for you to read all the papers but I have summed the situation up herewith:

Under date of August 7th. 1918 Messrs. Gray and Carter sent you a memorandum attaching a draft of proposed Supplement Number 5. In that memorandum they said they had given consideration to the effective date and had concluded it would be fair to make the Supplement effective August first because these employees had been free to deal with the Pullman Company as to increases in wages in a manner not permitted to railroad employees, because these employees had seemed satisfied with their wages and because they had been given some wage increases without respect to the wages paid railroad employees. They stated that Mr. Runnels of the Pullman Company had been consulted and that he had given his opinion that August 1st. would be the proper effective date.

Under date of August 6th. 1918 you addressed a memorandum to Mr. McAdoo forwarding the memorandum of Messrs. Gray and Carter. In that memorandum you said:

"You will see that Messrs. Gray and Carter propose that these changes shall be effective August 1st. 1918 and not retroactive prior to that date. It is difficult to give an entirely convincing theoretical reason for this distinction; yet as a practical matter it seems advisable. Messrs. Carter and Gray feel that this disposition of the matter will be accepted and a large amount will be saved in back pay. Mr. Gray says the Pullman Company and its employees were likely free to handle such matters by themselves and that negotiations were not prohibited as they were in the case of the railroads. On the whole, therefore, it seems to me it is advisable not to make this Supplement

to the Order retroactive prior to August."

Under date of Aug. 9th,1918, Mr. McAdoo telegraphed you approving this Recommendation and as a result, Supplement Number 5, effective August 1st, 1918 was issued.

In view of this history of the case, there seems to be no doubt but what the position taken should be now sustained. The only question therefore seems to be the drawing of the proper letter to Mr. Jewell, explaining the position of the Railroad Administration. I attach herewith a draft of such a letter for your signature to Mr. Jewell.

I referred this matter to Mr. Carter after I had drawn the draft of letter to Mr. Jewell and he returned the file with the memorandum next attached, in which he approves the letter to Mr. Jewell and the position taken in it with the single exception that he points out that "If we now say that a wage order shall be retroactive for the Pullman employees previous to the time the road was taken over, we shall have to make all other wage orders retroactive to every railroad that has been taken over under Federal control since July 1, 1918."

As a matter of fact, this situation is not at all analogous to the short lines like the T.& B.V. which Mr. Carter has in mind. Supplement No. 5 which was made effective Aug. 1, 1918 and the effective date of which you will confirm if you send the proposed letter to Mr. Jewell, did not make wage increases effective prior to the time the Pullman Car Lines were taken over. Circular No. 47, copy of which is attached herewith, was issued on August 17th and appointed a Federal Manager for the Pullman Car Lines. This circular contained the phrase "The Operating department of the Pullman Company, now under Federal control". On July 3, 1918, Supplement No. 2 to General Order No. 27 was issued to the effect that the terms and conditions of General Order 27 would be applied to the employees of the Pullman Company operating department, with certain exceptions. Therefore, the Pullman Car Lines were recognized distinctly as being under Federal control on July 3, 1918 and it is entirely proper to make the wages of the mechanical employees of the Pullman Company effective Aug. 1, 1918 which was subsequent to that date.

M. B. Clagett.

August 13, 1919.

My dear Mr. Jewell:

I have your letter of July 14th., calling attention to the desire of the mechanical employees of the Pullman Car Lines to have Supplement Number 5 to General Order 27, made retroactive to January 1st., 1918 instead of being made effective on August 1st., 1918, in which form it was issued by Director General McAdoo.

It so happens that this matter came to my attention prior to the issuance of Supplement Number 5 because of the fact that Mr. McAdoo who was then Director General was away from the city. I find on reference to my files and to the facts presented at the time, as well as the facts presented since, that the reason that Supplement Number 5 to General Order 27 was made effective August 1st., 1918 was that the Pullman Company and its employees were left free to handle wage matters by themselves in the period between January 1st., 1918 and the announcement of the actual taking over of the Pullman Car Lines and negotiations regarding wage matters concerning these employees were not prohibited as they were in the case of the railroads. There is a clear distinction therefore between such employees and employees on railroads under Federal control.

The reason for making Supplement Number 5 to ~~Director General~~ General Order 27 effective August 1st., appear to be entirely sound now as they were at the time and under the circumstances I cannot but conclude that the decision then made by Mr. McAdoo and concurred in by the members of his staff who advised him on such matters should not be changed at this late date.

Very sincerely yours,

B.M. Jewell, Esq.,
Acting President Railway Employees Department,
A.F. of L.
Washington, D.C.

M.B.C.ACW:
File, ACW.

Form [redacted]

FILE NO. 4 [redacted]

Office of the Director General of Railroads

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT:

AUG 12 1919

August 12,1919

MEMORANDUM For Mr. Clagett:

I have your memorandum of July 15th to which was attached the enclosed letter of July 14th from Mr. Jewell addressed to the Director General, all with regard to the claims of mechanical employees for back pay (under General Order No. 27) to January 1,1918.

I am attaching hereto memorandum prepared by Mr. Reed covering your memo which is historical in its character and reviews the entire situation. I am also attaching hereto a copy of General Order No.27 and am calling your attention to the notation on Page 6 which I quote as follows:

> "The Pullman Company, whose status is now being considered, will also be added by order to the foregoing list, if decision shall be reached to retain it in Federal control."

The foregoing might have been said to have been an indication that when the status of the Pullman Company was decided its employees would be "added to the foregoing list" and the order would be applied in like manner.

When Supplement No. 5 to General Order No. 27 was issued on August 5th it made Supplement No. 4 to General Order No.27 applicable to the "employees of the Operating Department of the Pullman Company" but made it retroactive only to August 1,1918.

According to my recollection the reason that the Director General decided not to make it retroactive previous to August 1,1918 was that when General Order No.27 was issued it had not been decided to take the Pullman Company over and therefore, in accordance with the practice with railroads that had not been under Federal control, the wage order was not made retroactive to January 1,1918. Dispute on the Trinity and Brazos Valley at the present time involves this same question.

W. S. Carter

1-AR

3/6

Pullman Car Lines,
Protest against application of Supp. 5 to G.O.27.

Washington

August 8, 1919.

FOR MR. CARTER:

Please note attached memorandum, dated July 15th, from Mr. Claggett and enclosed letter addressed to the Director General by Mr. Jewell, protesting against the effective date of increases provided for Pullman employes, as authorized in Supplement 5 to General Order No. 27.

To enable you to reply to Mr. Claggett, I am furnishing the following information and attaching our office file E-38-3-1:

Supplement 5 to General Order 27 provides:

"Effective August 1, 1918, the wages, hours and other conditions of employment of employes of the Operating Department of the Pullman Company will be the same as those fixed in Supplement No. 4 to General Order No. 27 for corresponding classes of railroad employes, but none of the provisions named therein will be retroactive prior to August 1, 1918.

"(Signed) W. G. McAdoo,
Director General of Railroads."

Under date of January 17, 1919, Mr. Jewell filed protest of Pullman Company employes, members of the International Brotherhood of Electrical Workers, against the effective date of this Supplement. The matter was referred to the Wage Board as a protest against the effective date of the increases provided for in Supplement No. 5; however, that Board, under date of July 11th, 1919 (see last letter in attached file), notified Mr. Jewell that Supplement No. 5 was issued by the Director General and that the Board had no authority to take the matter up again.

I have examined the Director General's file, with a view to ascertaining whether this Supplement originated with the Wage Board or with the Director General; and I find that the Supplement was issued upon the recommendation of Mr. Gray and yourself, and was approved by the Director General.

I also find that your recommendation to the Director General fixed the effective date for increases provided for therein; and that, apparently, the increases were made effective August 1st instead of January 1, 1918, based upon the fact that the Pullman Company employes were not prohibited from negotiating with that company for wages and working conditions during the early part of 1918, as were railroad employes; and it was believed that Pullman

COPY

Form G-77'

2—6075

Employes, if granted the rates of pay set forth in Supplement No. 4 to General Order No. 27, would be satisfied.

Mr. Jewell has now requested the Director General to investigate the claims of the Pullman Employes and determine, at the earliest possible date, whether or not increases for Pullman employes, as set forth in Supplement 5 to General Order 27 should be made retroactive to January 1, 1918.

H. H. REED

4-LJW

H. H. REED

FILE COPY

Form G-[illegible]

FILE No. E38-18/17

file

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

Office of the Director General of Railroads

JUL 26 1919

SUBJECT:

July 26, 1919.

MEMORANDUM For Mr. Clagett:

Replying to your memorandum of the 23d instant, to which was attached memorandum from Judge Payne on the same date, and copy of House Resolution of July 2, will say that I have no specific information as to why such a resolution was introduced but by reading the resolution and referring to the wage orders, I have reached the following conclusion:

The resolution does not refer to the employes of the Pullman sleeping cars, but specifically refers to the "supervisory employes".

By referring to General Order No. 27, it will be noted that there was nothing in such order distinguishing between the regular employes and supervisory employes, and no reference was made to the Pullman employes except in the last paragraph of Article I, which appears on Page 6 of General Order No. 27, and which I quote as follows:

> "The Pullman Company, whose status is now being considered, will also be added by order to the foregoing list, if decision shall be reached to retain it in Federal control."

The foregoing was issued under date of May 25, 1918, and on July 3, 1918, Supplement No. 2 to General Order No. 27 was issued; the following being the complete text:

> "The terms and conditions of the above order will apply to the Pullman Company Operating Department, except that on account of the peculiar character of the employment of conductors, porters and maids, in that provision is made for rest and sleep while actually on duty, it is impracticable to apply a basic eight hour day to such service. It is therefore ordered that with respect to conductors, porters and maids, the increases shall be upon the basis shown in Section A of Article Two relative to 'monthly wages'; but Article Three relative to basic eight hour day will not be applicable thereto."

Evidently Supplement No. 2 intended that any employe earning less than $250 a month should receive the benefits of General Order No. 27 except the basic eight-hour day was not to be applied, as indicated in Supplement No. 2.

When Supplement No. 4 to General Order No. 27 was issued, the following appears as Sections 4 and 5 of Article III of same (Page 5):

> "Section 4. In the locomotive and car departments gang foremen or leaders and all men in minor supervisory capacity and paid on an hourly basis will receive 5 cents per hour above the rates provided for their respective crafts.
>
> "Section 5. The supervisory forces of the locomotive and car departments, paid on a monthly basis and exercising supervision over the skilled crafts, will be paid an increase of $40 per month in addition to the monthly rate as of January 1, 1918, with a minimum of $155 per month and a maximum of $250 per month."

The foregoing is the first reference in any wage order to men acting in a supervisory capacity, or described as "supervisory forces", and no doubt was intended to accord an increase of 5 cents per hour for gang foremen or leaders above the wages of employes working under them, and for the supervisory forces paid on a monthly basis, the increase was to be $40 per month, etc.

Notwithstanding the language of Supplement No. 4, I understand that the Director General instructed the Regional Directors to see that all supervising officers had their salaries readjusted independent of Supplement No. 4, which was done on a large number of railroads.

Under date of August 9, Supplement No. 5 to General Order No. 27 was issued, as follows:

> "Effective August 1, 1918, the wages, hours and other conditions of employment of employees of the Operating Department of the Pullman Company will be the same as those fixed in Supplement No. 4 to General Order No. 27 for corresponding classes of railroad employees, but none of the provisions named therein will be retroactive prior to August 1, 1918."

Here, I understand, is the basis of complaint upon which the resolution introduced by Mr. Mead was fixed. Complaint evidently has reached him that while minor supervisory officers in the Pullman shops received this increase, as set forth in Supplement No. 5, to General Order No. 27, such increases were retroactive to August 1, 1918, only, for the Pullman shops, while for the railroad shops they were retroactive to January 1, 1918.

The difference as to the retroactive date of different wage orders and supplements has been a question of complaint from the employes, but this is the first information I have of complaint from the supervisory officers of the Pullman Car Lines, and the first case concerning which I have any information coming through Congressional action.

In my opinion Supplement No. 5 applied to no supervisory forces except those in the mechanical shops of the Pullman Lines, and then, only to the same extent that Sections 4 and 5 of Article III of Supplement No. 4 applied to the railroads.

It is possible that Mr. Mead has in mind that all of the supervisory forces of the Pullman Car Lines would be affected by Supplement No. 5, but to me it appears that it was the intent of Supplement No. 5 to only apply Supplement No. 4 to the same classes of employes as covered in Supplement No. 4.

When Supplement No. 17 to General Order No. 27 was issued, no reference was made to supervising forces or supervising employes. Article I(a) covers car conductors; (b) sleeping, parlor, buffet and club car porters; (c) exceptsemployes covered in Supplements Nos. 4 and 7; and (d), refers to extra employes performing road service.

I find nothing in Supplement No. 17 that would affect compensation of supervising employes of the Pullman Car Lines.

W. S. Carter.

1-MBB
Enc.

2/6

Not more
If passed we
can alter it to
suit

SECTION 2–A. Carmen and second-class electrical workers who have had less than four years' experience in the work of their trade will be paid as follows:

(*a*) One year's experience or less, 48½ cents per hour.

(*b*) Over one year and under two years' experience, 50½ cents per hour.

(*c*) Over two years' and under three years' experience, 52½ cents per hour.

(*d*) Over three years' and under four years' experience, 54½ cents per hour.

SECTION 2–B. At the expiration of the four-year period the employees mentioned in section 2 and section 2–A shall receive the respective minimum of their craft.

ARTICLE III.

SECTION 1. Regular apprentices between the ages of 16 and 21, engaging to serve a four-year apprenticeship, shall be paid as follows: Starting-out rate and for the first six months, 25 cents per hour, with an increase of 2½ cents per hour for each six months thereafter up to and including the first three years; 5 cents per hour increase for the first six months of the fourth year and 7½ cents per hour for the last six months of the fourth year.

SECTION 1–A. If retained in the service after the expiration of their apprenticeship, apprentices in the respective trades shall receive not less than the minimum rate established for their craft.

SECTION 2. Helpers in the basic trades herein specified will be paid 45 cents per hour.

SECTION 3. Helper apprentices will receive the minimum helper rate for the first six months, with an increase of 2 cents per hour for every six months thereafter until they have served three years.

SECTION 3–A. Fifty per cent of the apprentices may consist of helpers who have had not less than two consecutive years' experience in their respective trades in the shop on the division where advanced. In the machinist, sheet metal worker, electric and molder trades the age limit for advancement will be 25 years; in the boilermaker, blacksmith, and carmen trades 30 years.

SECTION 4. In the locomotive and car departments gang foremen or leaders and all men in minor supervisory capacity and paid on an hourly basis will receive 5 cents per hour above the rates provided for their respective crafts.

SECTION 5. The supervisory forces of the locomotive and car departments, paid on a monthly basis and exercising supervision over the skilled crafts, will be paid an increase of $40 per month in addition to the monthly rate as of January 1, 1918, with a minimum of $155 per month and a maximum of $250 per month.

ARTICLE IV.—GENERAL APPLICATION.

SECTION 1. Each railroad will in payments to employees on and after July 1, 1918, include these increases therein.

SECTION 1–A. The increases in wages and the rates established herein shall be effective as of January 1, 1918, and are to be paid

E38-18/147

H.R. Resolution re. information from Director General in connection with G.O.27, Sup. 4.

for Mr. W. S. Carter;

It may be that the accompanying Resolution introduced by Congressman Mead may be passed by the House and therefore the Director General should be prepared to answer as promptly as possible, if it is passed.

I think it advisable, under the circumstances, to let the Director General have amemorandum indicating what the situation in connection with this request is.

M. B. C.

Washington
7-23-19-cf

EMU

E38-18/147

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

WASHINGTON July 23, 1919.

DIVISION OF LAW
JOHN BARTON PAYNE, GENERAL COUNSEL
E. MARVIN UNDERWOOD, GENERAL SOLICITOR

-MEMORANDUM FOR JUDGE PAYNE-

There is nothing of interest in the Congressional Record of July 22, except introduction of resolution (House Resolution 191) requesting information from the Director General of Railroads, copy of which I am attaching.

66TH CONGRESS,
1ST SESSION.

H. RES. 191.

IN THE HOUSE OF REPRESENTATIVES.

JULY 22, 1919.

Mr. MEAD submitted the following resolution; which was referred to the Committee on Interstate and Foreign Commerce and ordered to be printed.

RESOLUTION.

Whereas the Director General of Railroads in Supplement No. 4 to General Order No. 27 ordered that the supervisory forces of the railroad locomotive and car departments, paid on a monthly basis and exercising supervision over the skilled crafts, receive an increase of pay amounting substantially to $40 a month, the increase to date back to January 1, 1918.

Whereas the Director General of Railroads in Supplement No. 5 to General Order No. 27, recognized that Pullman supervisory employees were in a like status with the employees covered by Supplement No. 4 and gave the Pullman supervisory employees exactly the same increase as was ordered for the railroad supervisory employees, but with the exception that a stipulation was inserted in Supplement No. 5, that Pullman supervisory employees would receive retroactive pay to August 1, 1918, instead of from January 1, 1918: Therefore

Resolved, That the Director General of Railroads be requested to furnish to the House full information and facts upon which was based this order.

File copy

E38-1

July 15, 1919.

for Mr. Carter:

I attach herewith an "extra copy" of Recommendation No. 98 of the Board of Railroad Wages and Working Conditions in re wages and hours of service of sleeping and parlor car conductors and other attendants, and for porters in charge of buffet, business and club cars who are not required to perform kitchen service on railroads and Pullman cars in Federal operation.

M.B.C.

CJM

file
CJM

E38-19

July 15, 1919.

for Mr. Tyler:

I attach herewith Recommendation No. 98 (amending Supplement No. 17 to General Order No. 27), in re wages and hours of service of sleeping and parlor car conductors and other attendants, and for porters in charge of buffet, business and club cars who are not required to perform kitchen service on railroads and Pullman cars in Federal operation. Will you please return to the Director General with the recommendations of yourself and Mr. Carter.

M.B.C.

CJM

July 15, 1919.

MR. CARTER:

Will you be good enough to let me have for the benefit of the Director General, your views as to the accompanying letter from Mr. Jewell, relative to employees of the Pullman Car Lines.

M.B.C.

M.B.C.ACW:
File, ACW.

July 15, 1919.

MR. CARTER:

Will you be good enough to let me have for the benefit of the Director General, your views as to the accompanying letter from Mr. Jewell, relative to employees of the Pullman Car Lines.

M.B.C.

M.B.C.ACW:
File, ACW.

Executive Council
W. E. JOHNSTON, A. F. of L. Bldg., Washington, D. C.
J. W. KLINE, 1234-5 Transportation Bldg., Chicago, Ill.
J. A. FRANKLIN, Room 15, Law Bldg., Kansas City, Kans
J. J. HYNES, 407 Nelson Bldg., Kansas City, Mo.
F. J. McNULTY, 406-18 Reisch Bldg., Springfield, Ill.
M. F. RYAN, 503 Hall Bldg., Kansas City, Mo.
S. E. HEBERLING, 326 Brisbane Bldg., Buffalo, N. Y.
J. J. FORRESTER, 406-08 2d Nat'l Bank Bldg., Cincinnati, Ohio.

Railway Employes Department

A. O. WHARTON, PRESIDENT.
J. F. McGRATH, VICE-PRESIDENT.
J. SCOTT, SECRETARY-TREASURER.

Affiliated Organizations
INT. ASS'N OF MACHINISTS.
INT. BROTHERHOOD OF BLACKSMITHS AND HELPERS.
INT. BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS AND HELPERS OF AMERICA.
AM. SHEET METAL WORKERS' INT. ALLIANCE.
INT. BROTHERHOOD OF ELECTRICAL WORKERS.
BROTHERHOOD OF RAILWAY CARMEN OF AMERICA.
SWITCHMEN'S UNION OF NORTH AMERICA.
BROTHERHOOD OF RAILWAY CLERKS.

HEADQUARTERS
ROOMS 505-507
A. F. OF L. BUILDING
TELEPHONE FRANKLIN 7651

Office of the
PRESIDENT

WASHINGTON, D. C., July 14,1919.

OFFICE OF DIRECTOR GENERAL OF RAILROADS
JUL 15 1919

Hon. Walker D. Hines,
Director General of Railroads,
I. C. C. Building,
Washington, D. C.

Dear Sir:

The employes of the Pullman Car Lines have, since the day they received Supplement No. 5. to General Order No. 27, protested the effective date, which is August 1,1918. They have contended that their rates of pay should be effective as of Jan. 1,1918, same as provided for in Supplement No. 4. to General Order No. 27.

During the early part of November 1918, they submitted their protest to the Director Division of Labor. From that date on we have been endeavoring to secure some definite decision on the question.

January 17,1919 our Department officially submitted three copies of their protest with Mr. W. S. Carter, Director Division of Labor.

May 28th, we were advised by Mr. H. H. Reed, Special Assistant Director Division of Labor, that these protests were being filed with the Board of Railroad Wages and Working Conditions.

June 30th, we addressed the Chairman of the Board of Railroad Wages and Working Conditions, Mr. Gaines, requesting that cases be given early consideration.

Today we are in receipt of the following letter from Mr. A. O. Wharton, Chairman, Board of Railroad Wages and Working Conditions:

July 11,1919.

#2--

"Mr. B. M. Jewell,
Acting Pres. Ry. E. Dept.,
American Federation of Labor,
Washington, D. C.

Dear Sir:

Referring to your letter of June 30th, addressed to Mr. F. F. Gaines, relative to certain Pullman employes, coming under Supplement No. 4. having their increases made retro active to January 1,1918, instead of August 1,1918, Supplement No. 5. issued by the Director General on August 9,1918, specifically states August 1st,1918, as the date for these rates to become effective; and, under this circumstances, our Board has no authority to take the matter up again.

I do not see that you can do anything further on this matter, unless you take it up with Mr. W. S. Carter, Director Division of Labor.

Yours very truly,
BY ORDER OF THE BOARD.
(Signed) A. O. Wharton,
Chairman. "

In view of the fact that Supplement No. 5. is an order issued by the Director General, we are submitting this matter to you with request that necessary investigation be made of claims of the employes, which are contained in the files of the Division of Labor, and urge that everything possible be done to the end that a decision be rendered at the earliest possible date.

Yours very truly,

B M Jewell

Actg. Pres. Ry. E. Dept.
A.F. of L.

File

E 8-18/19

for Mr. Tyler;

Will you be good enough to note the accompanying letter from Mr. Warfield, President of the Order of Sleeping Car Conductors asking for an immediate hearing with regard to claim in connection with Supp. 17 to G. O. 27.

The Director General will appreciate your advice, also the advice of the Division of Labor as to what, if any, action shall be taken with regard to this matter.

M. B. C.

Washington
8-11-19-cf

Form G-18

FILE No. E-38-3

E38-18/17

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT:

May 27, 1919.

MEMORANDUM For Mr. Claffey:

I have your memorandum of May 22, making inquiry as to disposition of matter coming from Mr. Warfield of the Sleeping Car Employes organization, and with regard to complaints against Supplement No. 17 to General Order No. 27.

This is to advise that Mr. Tyler and I discussed this matter at length with Mr. Warfield, and one of his assistants, when it was shown that the benefits made void by Supplement No. 17 to a great extent overcame the increase in wages therein provided.

I understand that Mr. Tyler is going to arrange for a conference between Mr. Warfield and the sleeping car officials to endeavor to work out something that can be recommended to the Director General (through the Wage Board) instead of having another hearing of the sleeping car men's matter, and thereby establishing a precedent that would perhaps lead to a general demand for rehearings on all sides.

As stated, I understand that Mr. Tyler has this matter in hand, and that Mr. Warfield and representatives of the officials of the Sleeping Car Company will have a conference in the near future.

W. S. Carter.

1-MBB

UNITED STATES RAILROAD ADMINISTRATION

W. G. McADOO, DIRECTOR GENERAL

GENERAL ORDER NO. 27

WAGES OF RAILROAD EMPLOYEES

WASHINGTON

MAY 25, 1918

WASHINGTON
GOVERNMENT PRINTING OFFICE
1918

May 23, 1919.

For Mr. Carter:

The day before the Director General left for the last trip you had a meeting with him at which you had some of the correspondence from Mr. Warfield. Was the question taken up with him then of the appointment requested in this memorandum of April 30th.

CLAFFEY.

File

THC/W

Office of the Director General of Railroads 372

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

WASHINGTON

BOARD OF
RAILROAD WAGES AND WORKING CONDITIONS

F. F. GAINES, CHAIRMAN
A. O. WHARTON, VICE CHAIRMAN
J. J. DERMODY
C. E. LINDSAY
W. E. MORSE
G. H. SINES

J. A. EMMART, SECRETARY

SOUTHERN RAILROAD BUILDING
1300 PENNSYLVANIA AVE.

E38-18/17
? Pullman

Washington, D.C., April 26, 1919

Refer to Docket No. 372

Mr. W. S. Carter,
Director, Division of Labor,
Washington, D. C.

Dear Sir:

Referring to the attached copy of telegram from Mr. H. S. Warfield, President, Order of Sleeping Car Conductors to the Director General, and your reply of April 19th, in the matter of rates of pay of sleeping car employees.

There is attached statement of rates filed with this Board on November 12th by Mr. Warfield, in which is shown the wages paid in 1915, 1918 and under General Order No. 27.

The following statement shows the flat rates of pay in 1918, and with extras added, as well as rate under General Order No. 27 and Supplement No. 17.

SCHEDULE OF WAGES

Sleeping and Parlor Car Conductors.

Service Period	1918	With Extras as reported	With Bonus Allowance	General Order 27.	With Bonus Allowance	Present Basic	New Min.
	$						
1st six mo.	77.00	92.12	88.42	98.70	106.92	90.00	115.00
2nd six mo.	82.50	97.62	90.28	105.75	114.56	90.00	115.00
2nd year	88.00	104.13	95.33	112.90	122.00	100.00	125.00
3rd, 4th and 5th years	93.50	110.56	101.39	119.00	128.92	105.00	130.00
6th, 7th, 8th 9th and 10th	99.00	117.15	107.25	123.25	133.52	110.00	135.00
10th to 15th	104.50	123.66	113.21	127.50	138.12	115.00	140.00
15th to 20th	110.00	130.67	119.17	131.75	142.73	120.00	145.00
20th to 25th	112.50	133.13	121.88	131.75	142.73	120.00	145.00
25th to 30th	115.00	136.08	124.58	131.75	142.73	120.00	145.00

In conjunction with the statement attached is that part of the testimony of Mr. Warfield, in relation to rates of pay from which you will note that the so-called extras comprised a war bonus of ten per cent, and an extra month's check at the end of the year for clear record. The war bonus of ten percent was granted in 1917, but not in 1918, so that it could not be considered a part of the compensation constituting a basis for increases over that year. The good behavior bonus was given to those men who had a clear record for the year, and in column three of the foregoing statement is shown the flat rate of pay plus one-twelfth or monthly proportion of the bonus allowance for the year. In column five is shown the rate under General Order No. 27, plus one-twelfth of the annual bonus allowance which may be considered as the rate of pay, generally, prior to the issuance of Supplement No. 17.

It will be noted that the basic minimum rates as established by Supplement No. 17 are from $5.00 to $13.00 in advance of the rates of pay as of January 1st, 1918, and, with the exception of the employees in service twenty years and over, from $1.00 to $6.50 over the flat rates plus the bonus allowance, as shown in column three. The new minimum rates are from $9.00 to $13.00 over the rates of General Order No. 27, and from $1.00 to $8.00 in excess of the rates under General Order No. 27, plus the bonus allowance, thereby establishing as part of the regular wages a bonus of one month's pay per annum, the payment of which has always been optional with the company, and as will be noted from the testimony of Mr. Warfield, very much of an uncertainty, regardless of behavior.

The following statements shows comparison of the new minimum rates with the flat rates in effect January 1st, 1918, and the flat rates plus bonus allowance of one month's salary per annum.

Service Period.	1918 (1)	With Bonus Allowance (2)	Sup. 17 New Min.	Increase over Column No. 1 Amt.	P. C.	Increase over Column No. 2 Amt.	P.C.
1st six mo.	$ 77.00	82.42	115.00	38.00	50.	31.58	38.
2nd six mo.	82.50	89.38	115.00	32.50	39.	25.62	29.
2nd year	88.00	95.33	125.00	37.00	42.	29.67	31.
3rd, 4th and 5th years	93.50	101.20	130.00	36.50	39.	28.80	28.
6th, 7th, 8th 9th and 10th	99.00	107.25	135.00	36.00	36.	27.75	26.
10th to 15th	104.50	113.21	140.00	35.50	34.	26.79	24.
15th to 20th	110.00	119.17	145.00	35.00	32.	25.83	22.
20th to 25th	112.50	121.88	145.00	32.50	28.	23.12	18.
25th to 30th	115.00	124.58	145.00	30.00	26.	20.42	16.

In addition to the increased rates as shown in the above table, it will be noted that the progressive scale is more favorable than the one previously in force, in that it enables a man to attain the maximum rate within a period of fifteen years, instead of thirty years, as of January 1st, 1918, and twenty years, after application of General Order No. 27.

The present requirements of sleeping car service necessitates employees on runs leaving after 11.00 p.m. to reporting for duty several hours in advance of the leaving time of trains, and heretofore no additional compensation was allowed for this service. On runs arriving before 8 a.m., they are required to remain on duty in some cases for several hours after the train arrives at terminal, without additional

without additional compensation. Supplement No. 17 provides for the payment of terminal time at rate of fifty-two cents per hour for all time preparatory to departure of, or subsequent to arrival of trains in excess of one hour.

The previous working schedule did not provide for any additional compensation for service on runs other than those in regular assignment, and no allowance was made for such additional service of this nature that may have been required, incident to irregular train service. Supplement No. 17 provides for compensation in addition to regular monthly salary for service of this nature as well as for calls to work outside of established hours of assigned runs.

Heretofore there have been no restrictions as to the amount of mileage an employee might be required to cover nor provision as to minimum relief period off per month. Supplement No. 17 establishes a maximum monthly mileage of eleventhousand miles per month and guarantees relief period of not less than ninety-six hours off duty.

In addition to the above, Supplement No. 17 establishes rules for preservation ofrates, promotion and seniority and discipline and grievances, as well as recognizing the right of collective bargaining.

Copy to Mr. Walker D. Hines,
Director General of Railroads

Yours very truly,

BY ORDER OF THE BOARD

G. E. Lamer

Chairman.

S

S

UNITED STATES RAILROAD ADMINISTRATION

BOARD OF RAILROAD WAGES AND WORKING CONDITIONS

Statement of Rates filed by Mr/ M. S. Warfield, Pres.Oreder Sleeping Car Conductors, and extract from testimony in conjunction therewith, November 12,1918.

SCHEDULE OF WAGES

SLEEPING & PARLOR CAR CONDUCTORS

	1915	1918	with extras	Govt. scale	Compared to past year.	
1st six mo. service	70.00	77.00	91.12	98/70	7.58	Increase
2nd six mo. service	75.00	82.50	97.63	105.75	8.12	"
2nd years' service	80.00	88.00	104.13	112.70	8.57	"
3rd,4th,5th yrs. service	85.00	93.50	110/56	119.00	8.44	"
6th,7th,8th, 9th & 10th yrs' service	90.00	99.00	117.15	123.25	6.10	"
Over 10 & under 15 years	95.00	104.50	123.66	127.50	3.84	"
Over 15 & under 20 years	99.75	110/00	130.67	131.75	1.08	"
Over 20 & under 25 years	99.75	112.50	133.13	131.75	1.38	decrease
Over 25 & under 30 years	99.75	115.00	136.08	131.75	4.33	"

Mr. Warfield: The salient point is this that compared with our past year and a half earnings, that is, from July 1st, we had a maximum increase in salaries from about $8.57 per month down to a maximum decrease of $4.33 per month.

Mr. Morse: What particular class did that apply to?

Mr. Warfield: Conductors in sleeping and parlor car service/ That was after the application of Order No. 27.

Mr. Morse: Conductors?

Mr. Warfield: Yes, sir.

The reason for that was that we had been receiving a war bonus, and we have been receiving, for a number of years past, an extra month's check at the end of the year for a clear record/ The majority of the men, of course, have received that, and adding that pro rata onto our yearly income, the result was, as I said before, a maximum increase of $8.57 down to a decrease of $4.33 after the application of Order 27.

Vice Chairman Gaines: Which does not now, as I understand it, carry any bonus?

Mr/ Warfield: I believe the Pullman Company have announced, although they have never notified us officially, that they still intend to carry the extra check at the end of the year for good behavior; but it is our contention that we cannot figure that in our actual living salary, because we don't know whether we will get it or not.

Mr. Wharton: I would like to have you explain, Mr.Warfield, the decrease which you refer to after the application of Order No/ 27.

Mr. Warfield: Well, I can read to you here. As an illustration, a man who has been in the service 25 years and under 30 years, in 1915 of course that flat salary basis was $99.75. In 1918 it was $115 .

Mr. Morse: What period? January 1st?

Mr. Warfield: January 1, 1918, yes.

Mr.Morse: All right.

Mr. Warfield: Now with the extras, which meant the war bonus at 10 per cent of earnings and the extra amount of salary at the end of the year, it made the total $136.08 per month. Now under Order No. 27 that same man receives $131.75, consequently he was receiving an actual increase of $4.33 per month.

Mr. Lindsay: You were not getting the war bonus in 1915, but you were getting the annual extra payment for service?

Mr. Warfield: Yes/

Now the reason I did not include in 1915 salary the extra month's check at the end of the year was because that didn't apply in the application of Order No. 27.

Mr. Lindsay: That is the point I wished to bring out.

Mr/ Warfield: Yes. Our salaries under Order No. 27 did not take into consideration the extra month's check at the end of the year, although I believe the Pullman Company has made the statement or has inferred that that was a part of our regular earnings.

Mr/ Wharton: Should a man at the end of the year have some misfortune, and not have a clear record for that year, that would deprive him of that month's pay?

Mr. Warfield: Yes.

Mr. Morse: It was not of universal application?

Mr. Warfield: It was not of universal application, but it was general

Mr. Morse: You would receive your pro rata share of it if you had a clear record for the time worked?

Mr. Warfield: Yes. But I have here the testimony of Mr. Hunter in [illegible]w, 1915, before the [illegible]

in May 1915, before the Commission on Industrial Relations, which would go to shwo that they considered it part of our earnings.

Mr. Morse: If you left the service they would not give you that pro rata bonus?

Mr. Warfield: No, sir: In that way it operated directly in favor of the company and against the employee.

Mr. Morse: It hardly had the status of wages?

Mr. Warfield: No; that is true.

Mr. Morse: It was subject to varying conditions?

Mr. Warfield: That is true.

Mr. Lindsay: If they had included the war bonus in the wage of 1915, under General Order 27 it would have gone to $139.40?

Mr. Warfield: Yes.

Now that explains the application of Order No. 27, I believe.

C O P Y

Kansas City Mo 435 p 18

Mr. Walker D. Hines,
Director General, Washn DC

Application of new wage order sleeping car conductors leaves practically all salaries unchanged as they are in excess of new schedule which also eliminates bonus as now paid in other words it is a general reduction of income basic minimum shown in order as of January Nineteen eighteen is incorrect, as adding twenty five dollars to salaries of nineteen eighteen would give minimum of hundred two maximum hundred forty, average about hundred eighteen. Would appreciate opportunity to personally explain.

W. S. Warfield President OSC Conductors.

64

C O P Y

File

April 17,1919

Mr M S Warfield,
President, Order of Sleeping Car Conductors,
Kansas City, Mo.

Dear Sir:--

Your telegram f April 15th addressed to the Director Gen ral has been referred to this Division.

I am attaching hereto copy of Supplement #17 to General Order #27, covering sleeping car employees from which you will note that their request for increased rates of pay has been disposed of, and there is no necessity at this ime for your appearing here in behalf of these employees.

5-AR

Yours truly,

(Signed) W S Carter

April 16, 1919

Mr. Carter:

Please handle the attached telegram from Mr. Warfield, President of the Order of Sleeping Car Conductors.

T. H. Claffey.

THC/M

C O P Y

Apr 15 PM 12 26

KANSAS CITY MO 1105A 15

WALTER D HINES
DIRECTOR GENERAL OF RAILROADS INTERSTATE COMMERCE BLDG
WASHINGTON DC

INASMUCH AS THE ORGANIZATIONS AS WELL AS RAILROADS HAVE BEEN REPRESENTED BEFORE YOU IN FINAL SETTLEMENT OF WAGE DISPUTES DO YOU NOT THINK I SHOULD HAVE SAME CONSIDERATION

M S WARFIELD PRESIDENT ORDER SLEEPING
CAR CONDUCTORS

UNITED STATES RAILROAD ADMINISTRATION.

WASHINGTON, APRIL 14, 1919.

SUPPLEMENT NO. 17 TO GENERAL ORDER NO. 27.

Effective January 1, 1919, superseding General Order No. 27 where it is in conflict herewith, as to the employees herein named, the following rates of pay per month, including excess mileage (except as provided in Article VII), and effective May 1, 1919, the following rules for terminal time and working conditions, upon railroads and Pullman cars in Federal operation, are hereby ordered:

ARTICLE I.—RATES OF PAY.

(*a*) For sleeping and parlor car conductors, establish basic minimum monthly rates as follows, and to these basic minimum rates and all rates per month in excess thereof in effect as of January 1, 1918, prior to the application of General Order No. 27, add twenty-five (25) dollars per month, establishing minimum rates per month as shown for a monthly mileage of eleven thousand (11,000) miles or less. Mileage made in excess of eleven thousand (11,000) miles per month will be paid for at the rate of one and one-tenth (1.1) cents per mile. Deadhead mileage properly authorized to be counted as service mileage. Compensation for trip of employees up to designated schedule time of first station shown in working time-table after midnight, on a car scheduled to leave prior to 12 o'clock midnight of the last day of a month, will be credited to the month in which the train handling the car is scheduled to leave.

	Basic minimum Jan. 1, 1918, prior to application General Order No. 27.	New minimum.
For the first year's service	$90.00	$115.00
Over one year to two years' service	100.00	125.00
Over two years to five years' service	105.00	130.00
Over five years to 10 years' service	110.00	135.00
Over 10 years to 15 years' service	115.00	140.00
Over 15 years' service	120.00	145.00

(*b*) For all sleeping, parlor, buffet and club car porters who are not required to perform kitchen service, establish a basic minimum rate of thirty-five (35) dollars per month, and to this basic minimum rate and all rates of thirty-five (35) dollars per month and above, in effect as of January 1, 1918, prior to the application of General Order No. 27, add twenty-five (25) dollars per month, establishing a minimum rate of sixty (60) dollars per month for a monthly mileage of eleven thousand (11,000) miles or less. Mileage made in excess of eleven thousand (11,000) miles per month will be paid for at the rate of fifty-five hundredths ($\frac{55}{100}$) cent per mile. Deadhead mileage properly authorized to be counted as service mileage. Compensation for trip of employees up to designated schedule time of first station shown in working time-table after midnight, on a car scheduled to leave prior to 12 o'clock midnight of the last day of a month, will be credited to the month in which the train handling the car is scheduled to leave.

(*c*) For employees in the service herein referred to and not otherwise provided for, except such employees as are within the provisions of Supplements Nos. 4 and 7 to General Order No. 27, increase the rates in effect as of January 1, 1918, prior to the application of General Order No. 27, twenty-five (25) dollars per month.

(*d*) Extra employees performing road service, shall be paid for each assignment the rates herein established for miles made, with a minimum allowance of three hours, at the hourly rates as specified in Article IV. Extra employees performing other than road service shall be paid a minimum allowance of three hours for each assignment, at the hourly rates as specified in Article IV.

Article II.—Entering or Reentering Service Rate.

Employees with more than one year's cumulative experience as sleeping or parlor car conductors with railroads and or the Pullman service, at the time of entering or reentering that service will receive as a starting rate the compensation of employees with over one year to two years' service; progressive rates shall be applied thereafter. Seniority in service to date from date of last time employed.

Article III.—Progressive Scales of Wages.

Where progressive scales of wages are in effect which are at variance with the one herein provided, such scales will be changed to conform with the one herein established. The compensation for employees where higher rates are preserved, will be advanced in accordance with years in service as established by this order.

Article IV.—Terminal Time and Rates.

Except where total number of hours from time scheduled to leave terminal on first trip to scheduled arriving time at terminal or set-out point on last trip, for trips constituting an assigned calendar month's work, is less than 300 hours, or the employees have at least six full 24-hour periods off duty at home terminal, employees in sleeping, parlor, buffet and club car service, included in Article I, will be paid initial terminal time beginning one hour after the time they are required to report and do report for duty, until departure of train in which car is handled, and final terminal time beginning one hour after the time train in which car is handled arrives at terminal or set-out point until they are relieved from duty. Terminal time shall be computed on the actual minute basis at the following rates per hour:

Conductors	52 cents per hour.
Porters and other attendants	25 cents per hour.

Even hours will be paid for at the end of each pay period; fractions thereof will be carried forward.

Article V.—Calls.

(*a*) When notified, or called to work, outside of established hours of assigned runs, employees included in Article I will be paid a minimum allowance of three hours at the hourly rates specified in Article IV, or, if mileage is made, at the mileage rates herein established, with minimum provided in this article, in addition to all other earnings for the month.

(*b*) When employees are required to take out another run in advance of the leaving time of their regular assignment, and this service is performed in lieu of their regular run, and they are not required to perform other service until they take out their regular run, such emergency service shall be computed and paid for as a part of their regular assignment, provided that this service does not represent service plus their regular assignment; if it does, the employees will be paid as per Section (*a*) of this article.

Article VI.—Bonus Payments.

Bonus payments of all descriptions paid in addition to established wage will be discontinued from the date of issuance of this supplement, and those heretofore paid will not be regarded as any part of the regular compensation upon which to base increases herein provided.

Article VII.—Preservation of Rates.

(*a*) The minimum rates and all rates in excess thereof as herein established, and higher rates which have been authorized since January 1, 1918 (including General Order No. 27), shall be preserved.

(*b*) For conductors the wage runs with the place except where modified by age in service.

(*c*) Employees, other than conductors, temporarily or permanently assigned to higher rated positions, shall receive the higher rates while occupying such positions; employees temporarily assigned to lower rated positions shall not have their rates reduced.

Article VIII.—Relief Period.

Not less than 96 hours off duty each calendar month, in 24 consecutive hour periods, or multiples thereof, will be allowed at designated home terminals for employees herein included, whose assignment and service does not permit of at least 12 hours off duty period at their designated home terminal each 48 hours. Employees required to work on assigned lay-over days will be paid extra therefor as per Articles IV and V.

Article IX.—Promotions and Seniority.

(*a*) Promotion shall be based on ability, merit and seniority; ability and merit being sufficient, seniority shall prevail. The management shall be the judge, subject to an appeal, as provided in Article X.

(*b*) Seniority will be restricted to each classified department and or district as at present operated. When employees are transferred temporarily to work on seasonal runs, such employees shall rank as junior to the employees on the district to which transferred and retain their seniority on the district from which transferred.

(*c*) Seniority rights of employees referred to herein to—

(1) New positions.

(2) Vacancies will be governed by paragraphs (*a*) and (*b*) of this article.

(*d*) Employees declining promotion shall not lose their seniority.

(*e*) Employees accepting promotion will be allowed sufficient time in which to qualify, and failing, will be returned to former position without loss of seniority.

(*f*) New positions or vacancies will be promptly bulletined for a period of 10 days in the departments where they occur. Employees desiring such positions will file their applications with the designated officials within that time, and an appointment will be made within 10 days thereafter. Such position or vacancy may be filled temporarily

pending an assignment. The name of the appointee will immediately thereafter be posted where the position or vacancy was bulletined.

(*g*) In reducing forces, seniority shall govern. When forces are increased, employees will be returned to the service and positions formerly occupied, in the order of their seniority. Employees desiring to avail themselves of this rule must file their names and addresses with the proper official. Employees failing to report for duty or give satisfactory reason for not doing so within seven days from date of notification will be considered out of the service.

(*h*) A seniority roster of all employees (in each classified department and district as at present operated) who have been in the service six months or more, showing name, date of entering the service and the date of each promotion or change, will be posted in a place accessible to those affected.

(*i*) The roster will be revised and posted in January of each year, and shall be open to correction for a period of 60 days from date of posting, on presentation of proof of error by an employee or his representative. The duly accredited representative of the employee shall be furnished with a copy of roster upon written request.

Article X.—Discipline and Grievances.

(*a*) An employee disciplined, or who considers himself unjustly treated, shall have a fair and impartial hearing, provided written request is presented to his immediate superior within 10 days of the date of the advice of discipline, and the hearing shall be granted within 10 days thereafter.

(*b*) A decision will be rendered within 10 days after the completion of hearing. If an appeal is taken, it must be filed with the next higher official, and a copy furnished the official whose decision is appealed within 10 days after date of decision. The hearing and decision on the appeal shall be governed by the time limits of the preceding section.

(*c*) At the hearing or on the appeal, the employees may be assisted by a committee of employees, or by one or more duly accredited representatives.

(*d*) The right of appeal by employees or representatives, in regular order of succession and in the manner prescribed, up to and inclusive of the highest official designated by the railroad or Pullman Car Lines, to whom appeals may be made, is hereby established.

(*e*) An employee on request will be given a letter, stating the cause of discipline. A transcript of evidence taken at the investigation or on the appeal will be furnished on request to the employee or representative.

(*f*) If the final decision decrees that charges against the employee were not sustained, the record shall be cleared of the charge; if suspended or dismissed, the employee shall be returned to former position and paid for all time lost.

(*g*) A duly accredited committee of employees shall be granted leave of absence and free transportation for the adjustment of differences between the employer and the employees.

Article XI.—Rules for Application of this Order.

(*a*) It is not the intention of this order to change the number of days worked per month as of January 1, 1919, except as may be required by the provisions of Article VIII. The said article, however, shall not operate to effect lesser increases in pay than herein established.

(*b*) The pay of female employees, for the same class of work, shall be the same as that of men, and their working conditions must be healthful and fitted to their needs. The laws enacted for the government of their employment must be observed.

(*c*) After the application of this order, where the exigencies of the service require additional local adjustments to properly meet abnormal conditions, a conference shall be held between the employees, or their duly accredited representatives, and the management, and a statement of facts submitted in accordance with the provisions of Supplements No. 6 or No. 6-A to General Order No. 27, or any procedure subsequently adopted in lieu thereof, accompanied by a recommendation.

Article XII.—Interpretation of this Order.

The rates of pay and rules herein established shall be incorporated into existing agreements and into agreements which may be reached in the future on the several railroads and with the Pullman Car Lines, and should differences arise between the management and the employees of any of the railroads or of the Pullman Car Lines as to such incorporation, intent or application of this order, such questions of differences shall be referred through the Director of the Division of Labor, as prescribed in Supplements No. 6 or No. 6-A to General Order No. 27, or any procedure subsequently adopted in lieu thereof, for decision, subject always to review by the Director General.

Agreements or practices, except as changed by this order, remain in effect.

Walker D. Hines,
Director General of Railroads.

WASHINGTON : GOVERNMENT PRINTING OFFICE : 1919

1

UNITED STATES RAILROAD ADMINISTRATION
WASHINGTON

E 38-8/17

PRESS NOTICE: April 14, 1919.

As already forcasted in connection with readjustment of wages for employees in train and engine service, Walker D. Hines, Director General of Railroads has issued Supplement Number 17 to General Order Number 27 covering employees in sleeping and parlor car service of the railroads in Pullman Car Lines and Supplement Number 18 to General Order Number 27 covering employees in dining car departments.

The order covering employees in sleeping and parlor car service provides increases of $25 per month above the basic minima in effect as of January first 1918. These basic minimas are practically the rates then in effect. There were some variations in monthly rates at that time and the basic minima are established for the purpose of producing uniformity.

Approximately 50% of these advances were given by General Order 27 issued May 25, 1918. Approximately 12,000 employees are affected by this order.

The order covering employees in dining car departments also provides approximate increases of $25 per month above basic minima as of January first 1919. In this case also approximately 66-2/3% of the increases were absorbed by General Order 27. Approximately 10,000 employees are affected by this order.

Both orders are effective May first.

These orders complete the "war cycle" of wage increases to railroad labor and it will be understood that the cycle of war adjustments is just completed and that further wage question will naturally be dealt with only in the light of conditions hereafter arising.

Form G—19.

UNITED STATES RAILROAD ADMINISTRATION

W. G. McADOO, DIRECTOR GENERAL OF RAILROADS

FILE NO. E 38-44

SUBJECT

April 12, 1919.

MEMORANDUM Mr. Tyler:

I take it for granted that we will not want to give this information until the orders regarding sleeping, dining and parlor car employees are formally promulgated. Do you say "yes" or "no"?

M. B. Clagett.

MBC/M

MBC.

As this Order will be ready for distribution today, see no objection to your giving Mr. Snyder a copy.

W. G. M.

File

CANADIAN PACIFIC RAILWAY COMPANY

Law Department

G. F. SNYDER, ATTORNEY
SOUTHERN BUILDING
WASHINGTON, D. C.

April 11, 1919.

Mr. Brice Clagett,
Asst. to Director General of Railroads,
Interstate Commerce Building,
Washington,D.C.

Dear Mr. Clagett:

I am informed that the wage award for sleeping, dining and parlor car employees is before the Director General for approval. The Canadian Pacific Railway is confronted with practically the same conditions as United States lines and must meet the advances made. For this reason I shall be greatly obliged if you will arrange to let me have the earliest possible information concerning this award. If you will telephone my office, Main 2419, I shall be glad to call for this information.

Yours sincerely,

G F Snyder

EXTRACT FROM MINUTES OF CONFERENCE
APRIL - 10, 1919:

4. The Director General advised for the information of the Conference that the train and engine men's schedule of increased compensation was about to be announced today, effective January 1, 1919: that the Pullman and dining car men's schedule would follow immediately, practically at the same time, and that the issuance of the same would be covered by the same announcement as that covering the train and engine men's schedule.

E38-11E

UNITED STATES RAILROAD ADMINISTRATION
DIRECTOR GENERAL OF RAILROADS
PULLMAN CAR LINES
OFFICE OF THE FEDERAL MANAGER

LOUIS S. TAYLOR,
FEDERAL MANAGER

Office of the Director General of Railroads

CHICAGO, April 5, 1919.

APR 7 1919

For the Director General
To note - Will get to work on this as soon as 59760 are out of way
W. T. Tyler 4/7

Mr. W. T. Tyler,
Director, Division of Operation,
United States Railroad Administration,
Washington, D. C.

Dear Mr. Tyler:-

In connection with the recommended wage orders Nos. 71 and 72 of the Board of Railroad Wages and Working Conditions, which were left with me the latter part of last week by your Labor Assistant, Mr. John G. Walber, for my consideration, these orders have been very carefully studied as to their effect on our operating conditions and I have taken the liberty of making certain recommendations as to changes, which are covered in another letter addressed to you, of even date, which will be presented, with a suggested redraft of the orders, by our Assistant Federal Auditor, Mr. F. L.Simmons, and our Assistant General Manager, Mr. O. P. Powell. These gentlemen are thoroughly conversant with our rates of pay, working conditions and operating requirements and will call at your office Monday morning, the 7th instant, to present my letter with the suggested redraft of the orders mentioned, which I wish to assure you we have given the most careful consideration.

Very truly yours,

L. S. Taylor

LST

Note WOTO

March 22, 1919.

E 3 8-18/17

My dear Mr. Gaines:

In behalf of the Director General, permit me to acknowledge receipt of your letter of the 21st of March, transmitting a statement in connection with your letter of the 12th of March forwarding Recommendation No. 71 in the matter of wages and working conditions for sleeping and parlor car porters and other attendants; and for porters in charge of buffet, business and club cars.

Sincerely yours,

N B C

Mr. F. F. Gaines, Chairman,
Board of Railroad Wages and
Working Conditions,

fcl

March 21, 1919.

For Mr. Hines.

Herewith is a letter from Chairman Gaines of the Board of Railroad Wages and Working Conditions, in connection with recommendation No. 71, in the matter of wages and working conditions for sleeping and parlor car conductors, porters and other attendants, etc., which I understand is to be considered in connection with said recommendation.

M. B. C.

MBC-fcl

E38-18/Misc

March 14, 1919

Mr. Tyler:

Herewith are the recommendations from the Board of Railroad Wages and Working Conditions regarding employees in dining cars etc., and also recommendation regarding sleeping car employees, for necessary attention and recommendations of yourself and Mr. Carter.

M. B. Clagett.

MBC/M

~~Sleeping Car E38-18/E~~

Pullman Car Employees

C O P Y

March 3, 1919.

Mr. Hines:

In connection with the Board of Railroad Wages and Working Conditions, relative to the police, I thought you should know that the Secretary of the Board informed me today that the Board would probably transmit recommendations this week in the case of Pullman car employes, and also in the case of dining car employes. The third important recommendation, namely, that having to do with the express employes, is expected to be sent to you next week, the Secretary of the Board informed me.

M. B. Clagett

Original on file E38-18F
Copies on file E38-18/ 14 (Police)
E38-12 (Express employes)
E38-18E (Recommendations)
E38-18E

Form G-18

FILE NO. E38-18E

UNITED STATES RAILROAD ADMINISTRATION

W. G. McADOO, DIRECTOR GENERAL OF RAILROADS

SUBJECT: Compensation of Pullman Porters March 3, 1919.

MEMORANDUM for the Director General:

The attached letter in reply to letter from the Department of Justice relative to what is covered by Pullman porters' wages, has been submitted to Mr. Tyler, who advises that he thinks it "covers the case as well as it is possible to do so".

T*I H. A. T.

Form G—19.

UNITED STATES RAILROAD ADMINISTRATION

W. G. McADOO, DIRECTOR GENERAL OF RAILROADS

FILE NO. E-38-18-E

SUBJECT

February 27, 1919.

MEMORANDUM for Mr H. A. TAYLOR:

Replying to your memorandum February 26th:

I have carefully read the proposed letter of the Director General to the Attorney General regarding the duties of Pullman porters.

It appears to me that the proposed letter covers the case as well as it is possible to do so.

W. T. TYLER

Office of the Director General of Railroads

FEB 28 1919

E38-18E

IN RE PROPOSED REPLY TO LETTER FROM ASST. ATTY. GENERAL IN REGARD TO PULLMAN PORTERS' DUTIES.

Feb. 26,1919.

for Mr.Tyler:

The Director General wishes to make a reply to the attached letter in regard to Pullman porters' duties, which was discussed in Conference recently. He has asked me whether there is any objection to making a reply along lines indicated by the attached letter. I see no objection, unless you think that such a statement would have a bad effect on the service. I understood you to say in Conference that you thought a reply somewhat along these lines would not be detrimental to the service. I shall be obliged, however, if you will advise whether this understanding is correct and whether you see any objection to the attached proposed letter.

H.A.T.

T-SG

February 25,1919.

Hon. T.W.Gregory,
Attorney General,
Washington, D.C.

My dear Mr. Attorney General:

Referring to Assistant Attorney General Graham's letter of February 12th, relative to compensation of Pullman porters, I would advise that the Pullman porter's pay covers care of the car and general attention to the needs of passengers, but that such an essentially personal service as polishing shoes is not included. It is naturally impracticable to draw any precise line defining exactly the extent of attention to passengers which is covered by the porter's pay. In fact, it naturally depends somewhat upon circumstances, and the duty of the porter to the passenger covered by his pay is not the same at all times and under all conditions and the varying conditions cannot well be foreseen.

Sincerely yours,

T-SG

file

Form G-18

FILE NO.

UNITED STATES RAILROAD ADMINISTRATION

W. G. McADOO, DIRECTOR GENERAL OF RAILROADS

SUBJECT: IN RE COLORED TRAIN PORTERS RECEIVING BRAKEMEN'S PAY.

Feb. 26,1919.

MEMORANDUM for the Director General:

Referring to Mr.Tyler's memorandum attached as to colored train porters receiving brakemen's pay, it occurs to me that this indicates a situation which ought to be changed if possible, because Mr.Tyler's justification of the situation amounts to stating that a colored porter is capable of performing brakemen's work for which under the existing orders the railroad is obliged to pay $180 a month, and the situation is aggravated by the fact that the colored man not only does all the brakeman's work, but also additional work which the brakeman will not do.

It hardly appears to be in the interest either of the R.R.Administration or of labor to justify the situation on such grounds.

W.G.McA

T-8G

Instead of Follow up that. + get the facts as furnished

W.G.McA

2-26-19

Mr Hamilton

Pls see whether Mr Tyler's office has got the facts yet to finally answer us on this + if not follow up & give later

3/3/19

EXTRACT OF MINUTES OF CONFERENCE
THURSDAY FEBRUARY 20, 1919.

E38-18 E

3. Attached letter from Mr.Graham, Asst.Atty.General, inquiring as to what services performed by Pullman porters are covered by their salaries, was submitted to the Conference at Mr.Clagett's suggestion. The purpose of the Asst.Atty.General's inquiry is to furnish a basis for determination as to whether Pullman porter tips are properly allowable in the expense accounts of Government employees outside of the R.R. Administration, as they are not allowable ~~for~~ if the services performed are covered by the porters regular compensation. It was the view of the Conference that no formal reply should be made. Judge Payne was for endorsing the letter "bosh" and returning it, and Mr.Prouty's suggestion was even less respectful. None of the Conference appeared to think that the inquiry should be treated seriously. Mr.Taylor expressed the view,however, that shoe-shining, bag-carrying, etc., are not paid for by the Pullman porters' wages and that no operating difficulty would be encountered from so stating.

It may be doubtful whether some reply should not be made. If any is to be made, it seems to me that it should be to the effect that it is not considered desirable to lay down in advance any general rule separating the services performed by Pullman porters for which they are compensated by their salaries, as distinguished from any other personal services performed for passengers.

FILE E38-18E
2-20-19

Minutes of conference of this date bears memorandum by Mr. Hines as follows:

MR. TAYLOR:

Referring to No. 3 why not say that pay covers care of car and general attention to needs of passengers. That such an essential personal service as polishing shoes not included. But that there is naturally difficulty in drawing precise line? I agree we cannotmignore.

W. D. H.

2-22-19

F G-18

FILE NO. E-38-18-E

UNITED STATES RAILROA[redacted]

Office of the Assistant Director General of Railroads

SUBJECT:

February 20th, 1919.

MEMORANDUM FOR THE DIRECTOR GENERAL:

FEB 25 1919

Your memorandum of the 17th in regard to the statement of Mr. Loree, Chairman of the Board of the Kansas City Southern Railroad Company that on a certain branch line of the Kansas City Southern Railroad a colored train porter is being paid as high as $180.00 per month.

I will secure the facts immediately and advise you, but in the meantime I have to suggest that this is undoubtedly the result of the application of the pay of a brakeman to this porter because he performs the duties of a brakeman, as provided for under Supplement No. 12 to General Order No. 27. On many branch lines in the Southwest it has been the custom to man the trains with only a conductor and a colored porter, the colored porter doing all the work of a brakeman. There is some advantage in continuing this practice even though we have to pay the colored porter the high rate of a white brakeman, because the colored porter will do certain work, especially in the way of keeping the coaches clean, maintaining fires, etc., that a white brakeman would not do.

W. T. TYLER.

E 38-18 F17

February 17, 1919.

for Mr. Tyler:

Mr. L. F. Loree, Chairman of the Kansas City Southern Railroad Company has stated that on a 20-mile branch line of that railroad extending to Lake Charles, La., a colored train porter is paid $180.00 per month.

I think it would be interesting to look into this matter to see whether Mr. Loree is correct and if so what the conditions are under which the payment is made. If it appears that the payment is made by readon of failure to make some obvious readjustment either of duties or hours, the question will then arise whether sufficient alertness is being displayed by the management of the Kansas City Southern to protect the interests of the Government.

I got the impression from Mr. Loree that this high basis of payment came about by reason of the fact that incidentally this porter performed some services of a charadter which carried a higher rate of pay. Of course such cases ought to be readjusted because otherwise the Railroad Administration is burdened with unnecessary operating cost, and there is a tendency to bring discredit on the whole wage basis of the Railroad Administration.

W.D.H.

R

See R

76126
CB

ADDRESS REPLY TO
"THE ATTORNEY GENERAL"
AND REFER TO
INITIALS AND NUMBER

MCR CS

DEPARTMENT OF JUSTICE,
WASHINGTON, D.C.

WHR:DJ

February 12, 1919.

The Director General of Railroads,

Washington, D.C.

Sir:

Will you kindly inform me just what services of pullman porters are regarded as covered by their usual compensation paid by their employers, and whether that compensation is expected and intended to cover such personal services to travelers as polishing shoes, brushing, etc.

The Comptroller of the Treasury disallows gratuities to waiters, porters, etc., in States having antitipping laws, but allows similar payments to porters, etc., for services actually performed which are not covered by the payee's regular compensation from his employer.

An early response will be appreciated.

Respectfully,

For the Attorney General,

Assistant Attorney General.

C O P Y

February 4, 1919

for the Director General:

With regard to your two memorandums of January 23rd, concerning the employment of dining car stewards and sleeping car conductors, will say that I took this matter up with Mr. Gaines, Chairman of the Board of Railroad Wages and Working Conditions, and I have received a memorandum from him wherein he advises that both of these groups of employes have been given hearings, and the Board is still investigating affairs concerning them as well as the employes of the American Express Company. He expects to submit recommendations on all of t these classes at an early date.

Mr. Gaines says the matter of hours of service for dining car employes has been very fully brought out, as well as the question of their lay-over days at home terminals.

W. S. CARTER

1-LFS

C O P Y

January 29, 1919

FOR THE DIRECTOR GENERAL:

Two memoranda from the Director General of January 23rd, one with regard to dining car stewards and the other with regard to sleeping car conductors, have been received, and I am immediately taking up the matter with Mr. Gaines, Chairman of the Board of Railroad Wages and Working Conditions.

W. S. CARTER

1-LFS

January 23, 1919.

E 38-18/17

for Mr. Carter:

A few days ago a sleeping car conductor spoke of the great need in which sleeping car conductors stood of getting additional pay, explaining that he and many of his associates received salaries of $131.00 per month, out of which they had to pay a large amount for expenses while on the road. He indicated that the matter had been for a long time before the Board of Railroad Wages and Working Conditions; if so, I presume it will be handled in due course and without unreasonable delay. As a matter of precaution I mention the matter for your consideration.

W.D.H.

file

R

For [illegible]

FILE NO. P63-2A

Office of
Assistant Director General
of Railroads

UNITED STATES RAILROAD ADMINISTRATION
W. G. McADOO, DIRECTOR GENERAL

SUBJECT: Hours of service of Pullman employes -

August 20, 1918.

MEMORANDUM FOR MR. HINES:

Acknowledging your memorandum of August 12th, with regard to hours of service for Pullman employes.

I have asked Mr. Taylor, Federal Manager of the Pullman Car Lines, to give me a few typical cases of hours of service and of lay-overs of men engaged on long runs, after receipt of which I will go into the matter further.

CRGray

E38-44
Dag

UNITED STATES RAILROAD ADMINISTRATION

W. G. McADOO, DIRECTOR GENERAL OF RAILROADS

B. F. BUSH,
REGIONAL DIRECTOR

SOUTHWESTERN REGION

RAILWAY EXCHANGE BLDG.,
ST. LOUIS, MO.

December 16, 1918.

Complaint - Employes Pullman Company,
St.Louis:

Mr. L.S. Taylor,
Federal Manager, Pullman Car Lines,
Chicago, Illinois.

Dear Sir:-

The attached memorandum from Mr. Oscar A. Price, Assistant to the Director General, together with enclosure addressed to him by Congressman Igoe, relative to wages and back pay, is referred to you.

Will you kindly reply direct to Mr. Price.

Yours truly,

B F Bush

CC to -
Mr. Oscar A. Price.

ESP-44

Dec. 12, 1918.

My dear Congressman:

I have your letter of December eleventh quoting a complaint from the employees of the Pullman Company in St. Louis.

I have referred your letter to Regional Director Bush for his information and action.

Very truly yours,

Hon. Wm. L. Igoe,

U.S. House of Representatives.

WM. [redacted]IGOE
M[redacted]

10-120-70

REGIONAL DIRECTOR
SOUTHWESTERN REGION
DEC 16 1918
FILE No.
ST. LOUIS, MO.

COMMITTEE ON THE JUDICIARY
HOUSE OF REPRESENTATIVES
WASHINGTON, D. C.

December 11, 1918

Honorable Oscar Price
Assistant Director General of Railroads
Washington D C

My dear Mr Price:

I have an unsigned complaint from the employees of the Pullman Company in ST Louis protesting against the action of the officials in not complying with the order of your office concerning wages and back pay in the St Louis Division.

They also complain that the man are placed on eight hour shifts and that they propose to run with two sets of men where the instructions are that they should have three. The letter further states that only part of the back pay under form 27 was paid and nothing under form 4. They also state that no attention was paid to the ruling providing for a raise to certain men after September first.

Kindly look into this and advise me of your findings.

Very truly yours,

Wm. L. Igoe

UNITED STATES RAILROAD ADMINISTRATION
W. G. McADOO, DIRECTOR GENERAL OF RAILROADS.

PULLMAN CAR LINES
OFFICE OF THE FEDERAL MANAGER

L. S. TAYLOR,
FEDERAL MANAGER

CHICAGO, Dec. 17, 1918.

DEC 20 1918

Mr. Oscar A. Price,
Assistant to the Director General of Railroads,
United States Railroad Administration,
Washington, D. C.

Dear Mr. Price:-

I have received from Regional Director Bush your memorandum referring to him letter of Congressman Igoe, dated Dec. 11, 1918, which I return herewith.

Regarding the unsigned complaint which Mr. Igoe advises he has received from an employee of The Pullman Company at St. Louis, you will appreciate that it is of course difficult to answer a communication of this nature; however, I imagine that the complainant is an employee of our shops in St. Louis, which were recently put on a eight hour basis in compliance with the Director General's orders. We, however, are not working two shifts as it is not necessary; one shift of eight hours we find entirely sufficient to handle our business - furthermore, we believe that we have complied with all of the wage instructions issued under General Order #27 and various supplements and addenda thereto.

Very truly yours,

L S Taylor

Federal Manager.

LST
Enc

E 38-3

1226 Massachusetts Avenue, N. W.,
Washington, D. C.
December 5, 1918

DIRECTOR GENERAL OF RAILROADS
DEC 7 1918

Mr. M. B. Claggett,
Private Secretary to the
Director General of Railroads,
Washington, D. C.

File
E38-18/17

Dear Sir:

In reply to your letter answering a letter I addressed to the President upon the subject of tipping sleeping car porters:

While the question of compensation to porters is an economic problem of considerable proportions, I do not see how the Director General of Railroads can take any other attitude, in the six States having anti-tipping laws, than to forbid the acceptance of tips by these railroad employes.

Two or three years ago the Comptroller of the Currency issued a ruling that tips would not be allowed as a legitimate item of expense for officers or employes of the United States Government when traveling on official business in those States having anti-tipping laws.

It seems to me a plain issue of conforming to the law regardless of the attitude the public may have toward tipping, and regardless of the personal attitude the Director General may have. For the United States Railroad Administration to countenance the violation of State laws by 7,000 of its employes, or such of the number as cross six State lines, is a situation which public opinion will not tolerate when the situation becomes known.

I have the highest commendation for the action of the Director General in forbidding the acceptance of Christmas " remembrances" by officers and employes of the railroads from shippers and business concerns which furnish supplies to the railroads. As I wrote an editor recently, it is a fine and practical advance in business

ethics. But I do not see how the application of this principle can stop short of the sleeping car porters.

Having no personal interest in this situation beyond that of a patron of the railroads, and having a genuine admiration for the manner in which Mr. McAdoo has borne the great burdens placed upon him, I nevertheless feel that a golden opportunity thus far has been missed to make the United States safe for democracy by a radical Governmental action in regard to tipping.

At the risk of wearing you may I state that at least 5,000,000 workers in the United States, or nearly 10 per cent of our active industrial population, derive compensation in whole or in part from tipping or gratuities?

The relation the acceptance of a gratuity has to self-respect, the quality most essential in a republic, is worthy of the best thought the nation can bring to the condition. It is not a question of depriving any worker of adequate compensation but of so adjusting the compensation as to remove it beyond the status of a whim, a largess or any other irregular method of payment.

Mr. Samuel Gompers assured me in a letter that he considers tipping an unsatisfactory form of compensation and the fact that the porters are satisfied with it is not flattering to their ideals.

Yours very truly,

William R. Scott

698-2
EB

December 3, 1918

Mr. William R. Scott,
1226 Massachusetts Avenue, N.W.,
Washington, D. C.

Dear Sir:

Your letter of November 22nd addressed to the President has been referred to the Director General for reply.

I note you believe that method should be adopted whereby sleeping car porters would be denied the privilege of accepting "tips", and that they should depend upon the railroads for their entire compensation. This matter has been given consideration by many in the past. For instance, the Federal Wage Commission, first appointed, went into this matter to the extent that it appears to have been believed by them that elimination of the "tipping system" was practically impossible. Representatives of these sleeping car porters indicated that even with the tipping system entirely eliminated by order, the traveling public would insist upon continuing the practice.

I note you refer to the laws of several States, but I fear that in those States the traveling public yet insists upon giving gratuities to these sleeping car porters, and I should be glad to have the benefit of your knowledge of the facts.

It appears to me that until the traveling public would cooperate in enforcing such an order, it would not accomplish its purpose, as these "tips" could be continued without the knowledge of others than the traveler and the porter, but I should be glad to have suggestions from you.

Yours truly,

Private Secretary

12

1226 Massachusetts Avenue, N. W.
Washington, D. C.,
November 22, 1918

NOV 23 1918

NOV 25 1918

My dear Mr. President:

An intolerable situation, for a democracy, exists in the relation to the public of 7,000 sleeping car porters whose compensation as Government employes is derived largely from "tips" or gratuities.

All other employes of the United States Railroad Administration have received, or are in process of receiving, substantial wage increases, but these porters continue to depend upon a system of compensation that is lacking in self-respect.

In six States they cannot legally accept gratuities--Iowa, Arkansas, Mississippi, Tennessee, Georgia and South Carolina. Yet they cannot subsist on the meager wages paid by the Government. The result is that the laws of these States are violated.

It is an inconsistency that cannot long endure for the Government to be committed to a great democratic ideal in external or international affairs and internally to give tacit or open approval to a system of compensation such as tipping, and to the violation of State laws which such system entails.

As a patron of the railroads I have no interest in the compensation of the employes except as it affects service to me, and I cannot get satisfactory service if I follow my conscientious objection to tipping.

There has not been manifested as yet any attitude toward this issue by the United States Railroad Administration that promises a democratic decision, and becuase I believe it involves a real principle of democracy I am addressing you.

Respectfully yours,

William R. Scott

Honorable Woodrow Wilson,
The White House,
Washington, D. C.

Jus

E 38

MEMORANDUM FOR MR. CLAGETT:

July 10, 1918.

I have your memorandum of July 8th and note the efforts made to inform employes of the Pullman Company of the taking over of that Company for control by the Government, and the inclusion of such employes (with certain modification) under the provisions of General Order No. 27.

I agree that the efforts made should fullfil every requirement.

W. S. C.

16

WSBarton

Mulvey

9705 Quebec Ave. S.E.
Cleveland, Ohio.
Nov. 18, 1918.

To The Hon. William G. McAdoo,
Sec. of The Treasury
Private Residence.
Washington, D.C.

Honorable Sir.

The writer of this letter which has taken the liberty writing to you is, Mrs. F.C. Richardson, the wife of a Pullman Porter running out of this

distrial.

I shall beg, of you, please not to consider me bold or in the least ungratful in writing this letter, for I am neither.

This is a letter of importance at least it is to me, as well as others of my family.

Now Mr. McAdoo, you have been so kind to the Pacific Road-me, as well as those of the Pullman Co; the latter of which I

thank you very much.
But I am going to ask
you, will you not take
in consideration if it is only
a few dollars more for the
Porter's salary?

My Richardson Rupum
in charge both ways between
here and Columbus. ~~and~~
There is only he and I
to do for out of the sixty-
two dollars amounts to
even out of the forty-eight
which before your kindness
he was getting. I would
not ask for ~~for~~ more, but
if he were to get more
you would not blame

41 me from dakin, it. But
the case is different, Himself
and Mother four children
and me, in these times
of "more" prices it is
some before his cheque is
received.

My husband is temperate
and is a home man, and
does not waste a penny.
All to care for where
there are children and
especially where they are
all small there are Dr's
bills, and cull and odds
and ends here and there
why we have nothing.
People cannot afford

51 to do but a very little
tipping, they, many of them
have to pay for Liberty
Bonds and find it hard
to tip the Porter. It will
be a great blessing if
the time should come
that an end will be put
to the tipping system,
and men will be given
a wage where they can
support themselves and
family and be able
to meet the many
demands which in
these days are hard

6) in many cases to do.
for two month Mr.
Richardson has had to
draw money to help out.
and on the ~~the~~ 15th of
this month after his
Railroad insurance and
seven dollars for our needs
in the house and
payment on a two-
hundred dollar Liberty
Bond was deducted
he had to bring home
a balance of $9.72
cents, and already he
has had to draw from

his pay which is due
Dec 1st, $5.00 and
may be before the first
is here, he will have
to draw more, but I hope
not. Lizzie last week
~~with with~~ his round
trips amounted three
dollars for the two days.
You will agree with
me. I am sure that
there is not much living
to be had out of this. To
the wife who must

10) in justice think he is worth and ~~intitled~~ intitled to more. We appreciate what you have done for us and feel that you will get do more. We will thank you and Almighty God will shower His choice blessing upon you as he it is His ~~greatest~~ greatest happiness to know and see that his poor people are given a chance to live.

I have written to you because I thought you were the one to

8) try and make this money
meet in many places.
it is very taxing to the nerves
and is a harder job by
far than the husbands
who earns it.

I have not written
this letter at the request
of my husband. it is
my own mind which
has prompted me to do
so. For thirty three years
he has been faithful
to the Pullman Co. when
he entered the service as
a messer boy, and since
it has been in the Dept.

hard he has been more
or just as much so. More
than once I have heard him
say it is my duty to our
Govt. to perform my work
to the best of my ability
and help down the Hun.

I donot just ask this
for my husband alone I
am not selfish but I
feel sure that the wives
of other Officers as well
as Officers feel as I do
in this matter.

The Officer in charge
does two men's work and
I feel sure that you

11

whom I should go and explain matter concerning this ~~this~~ to.

Now will you not take this matter in consideration and grant this favor. It is in your power and I feel and believe that you will again help us. Remember the work of the Order is not as easy as it looks.

Wishing you every blessing I am

Respectfully Yours,

Mrs. F. E. Richardson.

UNITED STATES RAILROAD ADMINISTRATION

OFFICE OF THE DIRECTOR GENERAL

WASHINGTON, D. C., AUGUST 17, 1918.

CIRCULAR NO. 47.

The Operating Department of the Pullman Company, now under Federal control, will hereafter be known as the PULLMAN CAR LINES.

Mr. L. S. Taylor is appointed Federal Manager of the Pullman Car Lines, effective this date, with office in the Pullman Building, Chicago, Ill.

The Federal Manager of the Pullman Car Lines will have jurisdiction over all departments, reporting to the Director, Division of Operation.

W. G. McADOO,
Director General of Railroads.

77459°—18

WASHINGTON : GOVERNMENT PRINTING OFFICE : 1918

P63-2A

HOURS OF SERVICE OF PULLMAN EMPLOYEES:

August 12th,1918.

FOR MR. GRAY:

Please note Mr. Prouty's memorandum of even date attached hereto in regard to hours of service of Pullman employees and advise what action you think we should take.

The Director General has already definitely ruled that we are not to recognize the basic eight hour day as to Pullman conductors and porters and I do not think that question should be reopened.

I think it is an important question, however, to see that reasonable provision is made for periods of rest. It is entirely probable that in many cases the present provision on that subject is inadequate.

W. D. H.

Encl.

T-SG

P63-2A

TELEGRAM

m G-6

Office of
Assistant Director General
of Railroads

DIRECTOR GENERAL OF RAILROADS

Received at Washington, D. C.

AUG 9 1918

3 WS VS.

White Sulphur Springs W VA Aug 9-1918

Hines,
U S RR Admn
Washington D C

04644

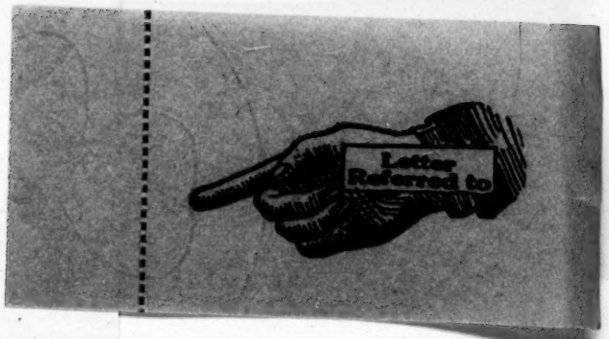
I Approve your CARTER'S and GRAY'S Recommendations about SUPPLEMENT #5 to GENERAL ORDER #27, attached to your memorandum of August sixth.

You may issue it.

McAdoo

4.25.P.M.

File



UNITED STATES RAILROAD ADMINISTRATION.

W. G. McADOO, DIRECTOR GENERAL OF RAILROADS.

WASHINGTON, D. C., AUGUST 9, 1918.

SUPPLEMENT NO. 5 TO GENERAL ORDER NO. 27.

Effective August 1, 1918, the wages, hours and other conditions of employment of employees of the Operating Department of the Pullman Company will be the same as those fixed in Supplement No. 4 to General Order No. 27 for corresponding classes of railroad employees, but none of the provisions named therein will be retroactive prior to August 1, 1918.

W. G. McADOO,
Director General of Railroads.

75839—18

WASHINGTON : GOVERNMENT PRINTING OFFICE : 1918

August 6, 1918.

for the Director General:

I attach joint memorandum of today from Messrs. Carter and Gray proposing Supplement No. 5 to General Order No. 27, thereby applying Supplement No. 4 to General Order No. 27 to the mechanical department employees of the Pullman Company.

I take it that there is no question about the propriety of giving the Pullman mechanical employees this benefit. You will see that Messrs. Gray and Carter propose that these changes shall be effective August 1, 1918 and not retroactive prior to that date. It is difficult to give an entirely convincing theoretical reason for this distinction; yet as a practical matter it seems advisable. Messrs. Carter and Gray feel that this disposition of the matter will be accepted and a large amount will be saved in back pay. Mr. Gray says the Pullman Company and its employees were left free to handle such matters between themselves and that negotiations were not prohibited as they were in the case of the railroads. On the whole, therefore, it seems to me it is advisable not to make this supplement to the order retroactive prior to August 1st.

Will you please telegraph your views about this so we can get out the order tomorrow if it meets with your approval.

W.D.H.

file R.

R

Signed JAMES P. NUNES

Form 18

FILE NO.

UNITED STATES RAILROAD ADMINISTRATION
W. G. McADOO, DIRECTOR GENERAL

SUBJECT: Supplement No. 5 to General Order No. 27.

AUGUST 7, 1918.

MEMORANDUM FOR MR. HINES:

We attach hereto draft for Supplement No. 5 to General Order No. 27, extending the application of wages, hours and other conditions of employment fixed in Supplement No. 4 to General Order No. 27 to the mechanical department employes of the Pullman Company but, however, making the same effective August 1, 1918, and not retroactive beyond that date.

We have thought this is a just determination. The Pullman employes made no representations to the Wage Board and have, to a large extent, been satisfied with the wages which they have received, having been given quite a number of increases without respect to the wages paid railroad employes.

We have thought it would not be consistent to withhold from them the new basis of wages established, but it should not be retroactive for the reasons stated and, additionally, because they have not been held down in the handling of their wage matters, as have the railroads, during the period when the whole matter was under consideration and review.

Mr. Gray talked with Mr. Runnells about this particular matter, and he did not feel that there was any

necessity or justification for making the award retroactive, so far as his employes were concerned.

If you approve, we would like to get this supplement out immediately.

W F Carter

C E Gray

E38-18

UNITED STATES RAILROAD ADMINISTRATION

OFFICE OF THE DIRECTOR GENERAL

WASHINGTON, JULY 3, 1918

SUPPLEMENT NO. 2 TO GENERAL ORDER NO. 27

The terms and conditions of the above order will apply to the Pullman Company Operating Department, except that on account of the peculiar character of the employment of conductors, porters and maids, in that provision is made for rest and sleep while actually on duty, it is impracticable to apply a basic eight hour day to such service. It is therefore ordered that with respect to conductors, porters and maids, the increases shall be upon the basis shown in Section A of Article Two relative to "monthly wages"; but Article Three relative to basic eight hour day will not be applicable thereto.

W. G. McAdoo,
Director General of Railroads.

69704°—18

WASHINGTON : GOVERNMENT PRINTING OFFICE : 1918

TELEGRAM

P-63-2-A

THE DIRECTOR GENERAL OF RAILROADS

Sent from Washington, D. C., July 2, 1918, 1918

Hale Holden,
Regional Director,
Chicago, Illinois.

We have decided we will not relinquish the Pullman Lines and we contemplate issuing following supplement to General Order No. 27, effective July first: Quote. The terms and conditions of the above order will apply to the Pullman Company Operating Department, except that on account of the peculiar character of the employment of conductors, porters and maids, in that provision is made for rest and sleep while actually on duty, it is impracticable to apply a basic eight hour day to such service. It is therefore ordered that with respect to conductors, porters and maids, the increases shall be upon the basis shown in Sections A of Article Two of General Order Number Twenty-seven quote monthly wages and quote, but Article three relative to basic eight hour day will not be applicable thereto. End quote. I wish your views on two questions: First, is the term quote operating department and quote sufficiently definite and accurate? Mr. Gray thinks it will prove entirely satisfactory and will result in the order being applied to all employes in the operations taken over by the Government and will not include any employes in operations not so taken over. Second. Do you think the reference to the Basic Eight Hour Day is sufficient and satisfactory? Please answer quick.

Walker D. Hines
Assistant to the Director General of Railroads

Employes.

P Filp RUSH

RUSH

CHARGE GOVERNMENT RATES

109-120sj ur

Chicago Ills July 2-18

Walker D Hines

Ass't Director General Washington DC

Form of proposed supplement to General Order No 27 relating to Pullman Lines discussed here yesterday Mr Gray, Pullman company has two defenite departments one being operating dept and other being manufacturing department and each is generally so known . Therefore do not believe any practical question will arise under language of proposed supplement as to which department is intended I also believe reference to basic eight hour day is sufficient and satisfactory. The phrase has a definite technical meaning which is well understood difficulties arise in applying it to special classes of service and if such should arise in this matter it would appear better to deal with any such questions by further interpretations than undertake more exact or extended definition now indeed no further definition now occurs to me . Status of operating department can perhaps be further defined in event administration by order or otherwise definitely relinquishes manufacturing department. Both departments are owned and operated under same corporation and it may be contended under proclamation and Federal Control Act entire operations were taken over it may be your view that the manufacturing department was not at any time taken over. If so my suggestion has no point but submit it for consideration.

Hale Holden

710pm.

TELEGRAM

[redacted]n G-6 2—4427

DIRECTOR GENERAL OF RAILROADS

Received at Washington, D. C.

154-158sjne

Chicago Ill jul 1

Walker D Hines

Asst Dir Washn DC

~~W T Tyler~~

1028 Interstate Bldg Washn DC

Suggest following for supplement Number two to general order number twenty seven effective july first ; Quote - the terms and conditions of the above order will apply to the pullman Company ~~Operation~~ Mg. dept, except that on account of the Peculiar character of the employment of conductors', Porters and Maids, In that Provision Is made for rest and sleep while actually on duty it is impractiable to apply a basic eight hour day to such service. It is therefore ordered that with respect to conductors porters and maids, the increases shall be upon the basis shown in sections - A . Of art two of genl order number twenty seven"monthly Wages " But article three relative to Basis eight hour day will not be appliable there to. quote-

C R Gray.

845p

WWH.

Mr Carters draft is satisfactory to Mr Gray except that the last paragraph should be omitted. We will issue a supplement enumerating the retained lines by Wednesday and in this supplement we will say that others will be issued from time to time etc

W. D. Foyle

P-63-2-A

UNITED STATES RAILROAD ADMINISTRATION
W. G. McADOO, DIRECTOR GENERAL
INTERSTATE COMMERCE BUILDING

THEODORE H. PRICE
ACTUARY TO THE R. R. ADMINISTRATION

WASHINGTON

July 1, 1918.

MEMORANDUM FOR MR. WALKER D. HINES

My dear Mr. Hines:

Referring to our colloquy at the conference last Thursday afternoon with regard to the retention of the Pullman Company and its treatment of its employes, I report for your information, as follows:

On Saturday afternoon going over to New York on the Congressional, I was accosted by the conductor who has been running the train for years and knows me personally, but whose name I have not learned and did not ask. He said, "Well, we got our raise today, but for me and most of the men who have been in the service any length of time it means a reduction instead of an increase." I asked him to explain. He told me that a general order effective July 1st had been issued raising all wages ten per cent, but abolishing the bonuses and premiums hitherto paid for good service, and the ten per cent allowance that had hitherto been made on account of the high cost of living.

It seems that in the past all employes who had been in the service of the company for more than six months received an additional allowance of one month's pay at the end of the year, provided their record was good, and during the past six months a temporary increase of ten per cent in salary has been paid on account of the high cost of living. The conductor in question figured out for me the result in his case as follows:

Prior to the 1st of July

His salary was	$112.50 a month,	equal to $1350 annually
10% on account of high cost of living,	11.25 " " " "	$ 135 "
One month's bonus for good service,	9.37½" " " "	112.50"
Total,	$133.12½a month,	equal to $1597.50"

Now

His salary is without bonus or allowance	$122.50 a month,	equal to $1470 annually
Net Reduction	$ 10.62½a month,	equal to $ 127.50 "

This conductor remarked that he had been in the service since June 30, 1894, or for nearly twenty-five years, and that it was somewhat discouraging to find his pay reduced rather than increased at a time when his need of a larger income was so acute. He said that the alleged advance would work out a similar result in the case of nearly every employe of the company who had been in its service for over a year, and was entitled to the allowance of one month's pay for good service.

This I confirmed in the conversation I had yesterday afternoon with a Pullman conductor on the train between Long Branch and New York, and last night when I handed in my pass to take the sleeping car from New York to Washington the conductor who received it asked me whether the Pullman Company was to be taken over by the Government. He said he hoped that it would be as the entire force felt that they had been very badly treated in that they had been promised an advance which when announced proved to be really a reduction. I of course told him that I could not say anything about the subject, but feel that it is in order to report the facts in so far as I have ascertained them for your information. It might perhaps be well to verify them by inquiry from the Pullman Company.

Yours very truly,

File

MEMORANDUM FOR MR. GRAY:

July 1, 1918.

With regard to your proposed supplement to General Order No. 27 with regard to the application of the "basic 8 hour day" to Pullman employes, should that company be taken over for permanent control, I suggest the following amendment thereto, which I have submitted in a tentative draft herewith.

You will note that in this draft I have stricken out the last words as follows:

> "but shall be for the same character and extent of service as has heretofore prevailed"

and have suggested as a substitute therefor, the following words:

> "but Article III of General Order No. 27 will not be applicable thereto."

The reason I suggest this change is that if the supplement included the language in your tentative draft and was literally applied, I fear it would make it impossible for those in charge to even establish relief conductors and porters where such relief crews should be established.

As stated at conference last week, I personally observed the practice of the Pullman Company during several trips made between Cleveland and Washington on both the Pennsylvania and Baltimore & Ohio Railroad trains where these men, after being constantly on duty, were immediately turned back on other trains, having been assigned to certain trains. I personally witnessed the physical condition of the men and, notwithstanding the fact that they had occasional times for rest, the incessant demands of the passengers on the crowded sleepers are such that they are working harder enroute than ever before, and it is seldom that they get the rest intended by the Pullman Company.

If you believe this suggested change is inadvisable, I shall be glad to discuss the matter with you.

16 W.S.C.

MEMORANDUM FOR MR. CLAGETT:

July 1, 1918.

As stated over telephone, it appears to me that if a supplement to General Order No. 27 could be issued contemporaneous with the Order taking over the Pullman Company, it would be better than to include in the principal order any reference to the wage matter, as all wage matters are presumably covered in General Order No. 27 or supplements thereto.

According to the records of my office, only one supplement has been issued, copy of which I herewith attache therefore, this supplement should be No. 2 unless there has been one already issued of which I have no knowledge.

For your information, will say, that Mr. Gray and I have discussed the language of the attached supplement, as you will note by copy of memorandum that I am sending him today. The only difference in our opinion seems to be the last language, as set forth in my memorandum to him.

W.S.C.

16

P.S. The last paragraph is inserted after conversation with you, and has not been referred to Mr. Gray.

W.S.C.

~~Proposed by Mr. Barth~~

UNITED STATES RAILROAD ADMINISTRATION

W. G. McAdoo, Director General.

SUPPLEMENT No._____

to

GENERAL ORDER No.27.

Washington, 1918.

Mr. Taylor: Is this part perhaps an alternative suggestion? 7-1-18. WBW

The following will be added to Article I of General Order No. 27:

The terms and conditions of the above Order will apply to The Pullman Company, except that, on account of the peculiar character of the employment of Conductors and Porters upon sleeping cars, in that provision is made for rest and sleep while actually on duty, it is impracticable to apply a basic eight hour day to such service.

It is therefore ordered that with respect to sleeping car Conductors and Porters, the increases shall be upon the basis shown in Section A of Article II of General Order No. 27 (monthly wages) but Article III of General Order No. 27 will not be applicable thereto.

As soon as ~~it has been finitely decided~~ announcement is made as to what railroads are retained under Government control in addition to those enumerated in Article I of General Order No. 27, a supplement will be issued applying General Order No. 27 to the employes of such roads.

Director General of RRs

Proposed by Mr ~~[illegible]~~ Carter

SUPPLEMENT No._____

to

GENERAL ORDER No.27.

June 1918.

The terms and conditions of the above Order will apply to The Pullman Company, except that, on account of the peculiar character of the employment of Conductors and Porters upon sleeping cars, in that provision is made for rest and sleep while actually on duty, it is impracticable to apply a basic eight hour day to such service.

It is therefore ordered that with respect to sleeping car Conductors and Porters, the increases shall be upon the basis shown in Section A of Article II of General Order No. 27 (monthly wages) but Article III of General Order No. 27 will not be applicable thereto.

TELEGRAM

Form G 2—4427

DIRECTOR GENERAL OF RAILROADS

Received at Washington, D. C.

8HN HG

Yosemite Calif June 29

Walker D Hines,
RR Admn Washn

I think Pullman should be retained. When decision is applied it should be made clear that eight hour day cannot be extended to Conductors and Porters account peculiar and exceptional character of work but wage increase should of course cover such conductors and Porters.

McAdoo

757p

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

OFFICE OF

GENERAL COUNSEL

E 38-20

NO. 1079

SUBJECT: Accommodation for negro passengers.

No. 1079

SETTLED

SETTLED

Form G-18

FILE NO. 1079

UNITED STATES RAILROAD ADMINISTRATION
W. G. McADOO, DIRECTOR GENERAL

SUBJECT:

November 1, 1918.

MEMORANDUM for the Director General:

Please note attached memorandum of the 24th ultimo from Judge Payne. I think it is clear that the so-called "Jim Crow Laws" are valid only as to intra state passengers; but that inter state carriers, until Congress acts on the subject, are free to make reasonable similar regulations which, as to inter state passengers, have the same effect as the Jim Crow Laws have as to intra state passengers.

My general impression is that in the states where Jim Crow Laws have been passed, the inter state carriers have felt impelled by local public sentiment to make and enforce the same regulations as to inter state passengers which the State Laws made as to intra state passengers. As far as I am advised these inter state regulations are still in force because they have never been revoked. I assume that the State authorities are without any power, however, to take the initiative in enforcing these inter state regulations made by the carriers.

W.D.H.

R

Discuss

UNITED STATES RAILROAD ADMINISTRATION

W. G. McADOO, DIRECTOR GENERAL

JBP

DIVISION OF LAW

JOHN BARTON PAYNE, GENERAL COUNSEL

INTERSTATE COMMERCE BUILDING
WASHINGTON

October 24, 1918.

A

MEMORANDUM FOR THE DIRECTOR GENERAL.

RE: THE ARREST AND FINING OF LIEUT. TRIBBETT, COLORED.

(2/ST)

At the conference on Monday, it was suggested that my conclusion, that the action of the local Oklahoma authorities re Lieut. Tribbett's arrest was illegal, was unsound, because the Supreme Court of the United States had sustained the right of the local authorities to enforce the Jim Crow law as against inter-state passengers.

I submitted the question to Chief Counsel Farrell of the Interstate Commerce Commission, and to Mr. R. Walton Moore. Both referred to the same cases, Chiles v Chesapeake & Ohio, 218 U. S. 71, and McCabe v A. T. & S. F., 235 U. S. 151. Neither Mr. Farrell nor Mr. Moore express any opinion on the question, but content themselves with a reference to the cases.

The cases do not sustain the contention suggested at the conference. On the contrary, all that is sustained is the right of the local authorities to require separate but equal accommodations for the white and African races in intra-state commerce. There is no suggestion that the states have any right to interfere in inter-state commerce.

My conclusion, therefore, is that the action of the authorities as to Lieut. Tribbett, was illegal, ~~was~~ and my previous opinion was sound.

1

Payne

UNITED STATES RAILROAD ADMINISTRATION
W. G. McADOO, DIRECTOR GENERAL CAM

DIVISION OF LAW
JOHN BARTON PAYNE, GENERAL COUNSEL

INTERSTATE COMMERCE BUILDING
WASHINGTON

October 23, 1918.

I

MEMORANDUM

RE: SEPARATION OF WHITE AND COLORED PASSENGERS AND ARREST OF LIEUT. TRIBBETT, COLORED, AT CHICKASHA, OKLAHOMA.

The rules laid down by the Supreme Court in the case of McCabe v. A. T. & S. F. R R., 235 U. S. 151, and Chiles v C. & O. Railway, 218 U. S. 71, are -

(a) A state can not pass a Jim Crow Law applicable to interstate passengers.

(b) The Oklahoma Statute has been construed as applying to intrastate passengers,

(c) In the absence of legislation by Congress on this subject, carriers have the right to promulgate reasonable rules and regulations.

It follows, therefore, that the arrest of Lieut. Tribbett, colored, an interstate passenger, and his subsequent conviction for violation of the Jim Crow Law of the state was illegal.

C.H.W.

Form G-18

FILE NO.

UNITED STATES RAILROAD ADMINISTRATION

W. G. McADOO, DIRECTOR GENERAL

SUBJECT: The Separation of White and Colored Passengers.

October 22, 1918.

MEMORANDUM for Judge Payne:

1. In the case of McCabe v. A.T. & S.F.R.R.Co., 235 U.S., 151, it was held that an Oklahoma statute requiring separate but equal accommodations for the white and colored races but applicable wholly to intrastate travel is constitutional. This and previous decisions (particularly Hall vs. DeCuir, 5 Otto, 485) strongly intimate that such a statute is not valid so far as it relates to interstate travel.

2. In the case of Chiles v. C. & O. Ry. Co., 218 U.S., 71 it was held that (syllabus), "Congressional inaction is equivalent to a declaration that a carrier may by its regulations, separate white and negro interstate passengers". The opinion points out the distinction between State statutes and carrier regulations saying, "And we must keep in mind that we are not dealing with a law of a State attempting a regulation of interstate commerce beyond its power to make. We are dealing with an act of a private person, to wit, the railroad company; and the distinction between state and interstate commerce we think is unimportant." In that case while it appeared that there was a statute of the State of Kentucky applicable to both intrastate and interstate travel, that statute was not relied on in defense of the action. The carrier relied upon its regulation which was sustained as reasonable and as binding upon all travelers, state and interstate.

Rhalton Payne

UNITED STATES RAILROAD ADMINISTRATION

W. G. McADOO, DIRECTOR GENERAL

DIVISION OF LAW
JOHN BARTON PAYNE, GENERAL COUNSEL

INTERSTATE COMMERCE BUILDING
WASHINGTON

, October 22, 1918

JBP

MEMORANDUM FOR MR. FARRELL:

It was suggested in our Conference yesterday that the Supreme Court had held that the "Jim Crow" laws in the Southern States had been sustained to the extent of permitting the local authorities to arrest an inter-state passenger passing through the states having such laws.

Is this true, and can you give me the citation?

Lieutenant Tribett, colored, with a ticket from New York to Fort Sill, Oklahoma, was taken out of the Pullman train at Chickasha, Okla., and fined in a local court for a violation of the "Jim Crow" law.

Can it be that such action is justified by decision of the Supreme Court?

PJF MAH

1079

a

Interstate Commerce Commission

OFFICE OF THE CHIEF COUNSEL

Washington

October 22, 1918.

OCT 22 1918

NO. 547

MEMORANDUM FOR GENERAL COUNSEL PAYNE:

Replying to your memorandum of today, the body of which reads:

> It was suggested in our Conference yesterday that the Supreme Court had held that the "Jim Crow" laws in the Southern States had been sustained to the extent of permitting the local authorities to arrest an inter-state passenger passing through the states having such laws.
>
> Is this true, and can you give me the citation?
>
> Lieutenant Tribett, colored, with a ticket from New York to Fort Sill, Oklahoma, was taken out of the Pullman train at Chickasha, Okla., and fined in a local court for a violation of the "Jim Crow" law.
>
> Can it be that such action isjustified by decision of the Supreme Court?

In this connection I call your attention to the case of Chiles v. Chesapeake & Ohio Railway Company, 218 U.S. 71, where it was held that "Whether interstate passengers of different races must have different apartments or share the same apartment is a question of interstate commerce to be determined by Congress alone, * * * and the inaction of Congress in that regard is equivalent to the declaration that carriers can by reasonable regulations separate colored and white passengers."

I also call attention to the case of McCabe v.

Atchison, Topeka & Santa Fe Railway Company, 235 U.S. 151, where it was held that "The Oklahoma statute, requiring separate, but equal, accommodations for the white and African races, must, in the absence of a different construction by the state court, be construed as applying exclusively to intrastate commerce; and, as so construed, it does not contravene the commerce clause of the Federal Constitution."

Very respectfully,

P. J. Farrell,

CHIEF COUNSEL.

1079

JBP

October 24, 1918.
A

MEMORANDUM FOR THE DIRECTOR GENERAL.

RE: THE ARREST AND FINING OF LIEUT. TRIBBETT, COLORED.

At the conference on Monday, it was suggested that my conclusion, that the action of the local Oklahoma authorities re Lieut. Tribbett's arrest was illegal, was unsound, because the Supreme Court of the United States had sustained the right of the local authorities to enforce the Jim Crow law as against inter-state passengers.

I submitted the question to Chief Counsel Farrell of the Interstate Commerce Commission, and to Mr. R. Walton Moore. Both referred to the same cases, Chiles v Chesapeake & Ohio, 218 U. S. 71, and McCabe v A. T. & S. F., 235 U. S. 151. Neither Mr. Farrell nor Mr. Moore express any opinion on the question, but content themselves with a reference to the cases.

The cases do not sustain the contention suggested at the conference. On the contrary, all that is sustained is the right of the local authorities to require separate but equal accommodations for the white and African races in intra-state commerce. There is no suggestion that the states have any right to interfere in inter-state commerce.

My conclusion, therefore, is that the action of the authorities as to the Lieut. Tribbett, was illegal, was sound.

Claggett

913
Conference

UNITED STATES RAILROAD ADMINISTRATION

W. G. McADOO, DIRECTOR GENERAL

INTERSTATE COMMERCE BUILDING

JBP

DIVISION OF LAW
JOHN BARTON PAYNE, GENERAL COUNSEL

WASHINGTON
October 14, 1918.

MEMORANDUM FOR THE DIRECTOR GENERAL.

RE: ARREST OF LIEUT. TRIBBETT AT CHICKASHA, OKLA.

An interstate passenger passing through Oklahoma is not subject to the State laws regulating the use of Pullman or other coaches within the State of Oklahoma.

The letter attached states that Lieut. Tribbett had secured his ticket and berth in New York and was going to Ft. Sill, Okla. If this is true, the Oklahoma authorities were entirely without jurisdiction, and the Pullman Conductor, instead of aiding them, as he appears to have done, should have prevented the local authorities from entering the train for the purpose of arresting the passenger, and the passenger should have been safe in the car and permitted to continue his journey without interruption.

The same question is involved as to the effort of the local Prohibition Authorities to enforcing State Prohibition Laws. They have no right to arrest interstate passengers, even though such passengers may have liquor in their baggage. They do not become subject to local state laws, by merely passing through the state on an interstate journey.

Papers returned.

Payne

1079

Colored passenger in white coach

JBP

October 14, 1918.

MEMORANDUM FOR THE DIRECTOR GENERAL.

RE: ARREST OF LIEUT. TRIBBETT AT CHICKASHA, OKLA.

An interstate passenger passing through Oklahoma is not subject to the State laws regulating the use of Pullman or other coaches within the State of Oklahoma.

The letter attached states that Lieut. Tribbett had secured his ticket and berth in New York and was going to Ft. Sill, Okla. If this is true, the Oklahoma authorities were entirely without jurisdiction, and the Pullman Conductor, instead of aiding them, as he appears to have done, should have prevented the local authorities from entering the train for the purpose of arresting the passenger, and the passenger should have been safe in the car and permitted to continue his journey without interruption.

The same question is involved as to the effort of the local Prohibition Authorities to enforcing State Prohibition Laws. They have no right to arrest interstate passengers, even though such passengers may have liquor in their baggage. They do not become subject to local state laws, by merely passing through the state on an interstate journey.

Papers returned.

Copy - Mr. Hines.

Form G—19

UNITED STATES RAILROAD ADMINISTRATION

W. G. McADOO, DIRECTOR GENERAL

FILE NO.

SUBJECT

Enroute, Oct. 10, 1918.

MEMORANDUM for Judge Payne:

OCT 14 1918

Please note the attached paper from the National Race Congress in reference to the treatment of a colored soldier. It seems to me that the Oklahoma law or any State law does not apply in the case of an interstate passenger who is lawfully occupying a berth or a seat in an interstate car. I remember in the early days of Tennessee, when the question arose about negroes riding in Pullman cars in States where the separate car law prevailed, it was held by General Counsel of one of the railroads at that time that such State laws did not apply to interstate passengers riding in interstate coaches or cars.

I should like to know what you think about the question as to what ~~xxxxxshould~~ course should be pursued in cases of this character. They are constantly arising, particularly with respect to negro soldiers who are going about the country.

W. G. M.

Mr Claggett

Rev. Jernagin wished to know if you would permit him to give this matter to the newspapers stating that you granted this permission

JMS

Rev. J. E. Jernagin
Washington

The Race must help make America a safe place in which to live.

Third Annual Session convenes at Washington, D. C., Oct. 1st .....1918.

HEADQUARTERS

National Race Congress of the United States of America

REV. W. H. JERNAGIN, PRESIDENT
903 THIRD STREET, N. W.

Washington, D. C. Oct. 7, 1918. 19

Recd from Gen March 5 1918

OFFICERS:

BISHOP I. N. ROSS, Vice President
Waihington, D. C.

REV. WM. ALEXANDER, Recordonding Sec'y
Baltimore, Md.

REV. J. H. RANDOLPH, Assistant Sec'y
Washington, D. C.

REV. A. A GRAHAM,
Corresponding and Financial Secretary
Hampton, Va.

REV W. A. TAYLOR, Treasurer
Washington, D. C.

REV. E. A. P. CHEEK, National Chaplain
Newark, N. J.

LAWYER ROBERT L. VANN. National Organizer
Pittsburg, Pa.

REV. J. J. NICKERSON, Sergeant-at-Arms
Hinton, W. Va.

REV. L. G. JORDAN, National Lecturer
Philadelphia, Pa.

EXECUTIVE COMMITTEE:

Rev. H. J. Callis, District of Columbia
Rev. W. H. Brooks, District of Columbia
Rev. C. C. Summerville, Virginia
Rev. Junius Gray, Maryland
Rev. J. T. Reid, W. Va.
Rev. G. B. Howard, Pa.
Rev. T. J. Moppins, Ky.
Rev. J. S. L. Holloman, N. C.
Mr. J. C. Gunnell, N. J.
Rev. W. B. Reid, Conn.

Hon. William G. McAdoo,
Director General Railroads,
Washington, D.C.

Sir:

I am submitting to you a copy of a sworn statement by one of the eye witnesses of Lieutenant Tribbett's arrest March 1st, 1918, at Chicasha, Oklahoma because he refused to get out of a pullman when he had secured his ticket and berth in New York to Fort Sill, Oklahoma. He felt that he should not be disturbed until he had reached his destination; but was forced out of the pullman by an arrest of the Chief of Police of the above named city. He was tried in the Courts and had to pay a fine. I have another sworn statement but it was filed with the War Department and I can not get it at this time, but I will be glad to furnish any additional information about the same, as far as possible if you so desire.

I hope you will investigate this matter and give us a ruling that will prevent a further humiliation of our soldiers, and protect Interstate passengers.

Respectfully,

W. H. Jernagin,
Pres. of the National Race Congress.

(COPY)

STATE OF OKLAHOMA) SS
OKLAHOMA COUNTY)

A F F I V A V I T.

I, J.M.Anderson,staff correspondent of the BLACK DISPATCH,on the 1st day of March 1918,was on train 411 Frisco,having purchased a ticket from Oklahoma City,to Chickasha,Oklahoma.

When the train arrived at Chicasha,the conductor, J.W.Barklow called the attention of the chief of police of Chicasha,that there was a Negro on the Pullman who refused to ride in the separate coach,and he asked him to go down and see about it.

I followed the conductor and the chief of police to the entrance of the Pullman coach,I did not hear the conservation within the coach between Lieutenant Tribbett,and the cheif of police,however when they reached the door,I heard the cheif say: "its against the laws of the state of Oklahoma for you to ride in the coach you are now in."

Lieuterant Tribbett stood there for a few minutes,and then stated he had fully decided not to go into the separate coach,but that he was at the disposal of the cheif of police,and the cheif then plased his hands on Lieutenant Tribbett's arm,and without resistance,he walked down out of the coach,and was taken directly to the police station.

I met them there with a lawyer,when the cheif entered the police station,he said to attorney Fortune,well Bob I have a "bad egg" here.

After staying in the police station for about an hour,the cheif returned from a trip somewhere and said,that he found that he had no jurisdiction,that he had been instructed to turn the prisoner over the the sheriff.

At the sherriff's office we were met by a crowd of folk,and the cheif said to the sheriff this fellow was riding in the Pullman and refused to get out . The conductor turned him over to me,the sheriff replied,I would have liked to have been conductor for about twenty minutes.

Lieut. Tribbett attempted to give his army title,when he was being docket,but the recorder said "Oh I dont want that stuff"Charles Tribbett is all that I need." One fellow in the crowd in a very loud voice stated that the conductor would have lost his job had he let that nigger continue to ride in the Pullman.

(COPY)

In the Justice Court Lieut. Tribbett entered a plea of not guilty,he was remanded to jail for the non-payment of a cash bond. The sheriff searched his handbag and said that he thought that there might be whisky in it.

J.M.Anderson

STATE OF OKLAHOMA,OKLAHOMA COUNTY:

Before me,Henry C.Hawkins,a Notary Public,in and for said County and State,on this 22 day of April,1918,personally appeared J.M. Anderson,to me know to be the identical person who executed the within and foregoing statements and upon his oath says that all the said statement are true.

Witness my hand and seal the day and year above set forth.

Henry C.Hawkins,Notary Public.

My commission expires June 16,1918.

Headquarters National Race Congress,
903 Third Street, N. W.,

Washington, D.C., October 7, 1918.

Hon. William G. McAdoo,

Director General Railroads,

Washington, D. C.

Sir:

The National Race Congress, an organization of representative Negroes, from nearly all the States of the Union, persuant to letter addressed to your office, October 2nd, 1918, come now and files the following complaint, to wit:

1, Under general complaint it is stated and alleged that the Railroad and Railway Companies in the Southern States without a single exception fail, neglect, and refuse to comply with the Inter-State Commerce Law, with reference to all of the Negro passengers who purchase tickets entitelling them to first class passenger accomodation from the starting point of said passenger and continuous to his terminus. The managers of these Railroads and Railways utterly, wantonly, knowingly, intentionally, and prejudicially subject and compel all Negro passengers to comply with the separate coach law of the various Southern States without any regard to the right of the passenger whether Inter-State or Intra-State.

2, Complaining further and generally these representatives state that the passenger stations in most cases throughout the entire South are inadequate, unsanitary and inconvenient in this, to wit: that they are in most cases without sufficient heat, light, ventilation and without separate toilets for men and women, and generally filthy.

3, A further and general complaint is this: In most cases these accomodations furnished Negro passengers are inadequate inconvenient, unsanitary and unwholesome in the following particulars: That in the majority of cases Negro passengers are packed and crowded into a small section of a single coach without eating or sleeping accomodations, without separate toilets for men and women, without smoker and without any basin facilities for washing, and in this small section , from four to six seats are occupied by the conductor, auditor, news agent and brakeman, without any regard whatsoever for the congested condition of the coach.

4, Complaining further these representatives allege and state that in most cases in the South (including Washington, D. C.) it is a practise among ticket agents to disregard the presence and the application of Negroes standing at the ticket windows, desiring to purchase tickets and said agents use their time lesuirely and wastefully selling tickets to all other applicants and very often, because of such conduct, Negroes are compelled to board the train without having tickets and are compelled to pay an extra tariff.

5, These general conditions complained of are equally operative in reference to Negro soldiers as well as to civilians except in cases where soldiers are provided with special accommodations. These conditions not only violate the spirit and the law of the Federal constitution and the laws of the several States above complained of, but weaken the morale of the Negro soldiery, lessen the enthusiasm of the entire Negro population and make our boasted Democracy a mockery.

The premises considered these representatives, on behalf of Twelve Millions of faithful, loyal, patriotic and Liberty Loving American citizens, pray the Director General to exercise all the authority vested in him by virtue of his office in seeing that the Negro population of these

United States is treated in all matters of travel and traffic in every respect and in every particular as are any and all other American citizens; and since, as a War measure the Director General has full control of the traffic in grain, hogs, cattle, etc., these representatives pray that the Director General take charge and full control of the facilities, conveniencies etc., with reference to Negro passengers and your representatives will ever pray.

National Race Congress,

Committee:

William Harrison, Chairman.
H. C. Robinson.
A. J. Stokes.
J. C. Jackson.
J. H. Hawkins.
J. F. Williams.

W. H. Jernagin, Pres.
C. H. Stapleau, Sec'y.

Form R R A 10 A

UNITED STATES RAILROAD ADMINISTRATION E38-30

FILE No. E 38-30

SUBJECT: EMPLOYES: WAGES:

INSTRUCTIONS GOVERNING WAGES AND EMPLOYMENT OF NEGROES AS FIREMEN, HOSTLERS, SWITCHMEN, ETC.

THE NATIONAL ARCHIVES OF THE UNITED STATES

Volume No. _____

From _____

To _____

ASSISTANT TO DIRECTOR GENERAL OF RAILROADS

E38-30

March 3, 1920.

for Messrs. Lake & Franklin:

The attached letter from Mr. Demody and accompanying communication is referred to you for whatever action you deem proper.

M.B.C.

mbc rr

Letter to the D.G. from T.C.Pitts, Birmingham, Ala.

re re wages & working condition of colored employes

of Birmingham Terminal Co

7-RR

E38-30
4-10-19

SEE FILE E38-18/ Interpretations - FOR MEMORANDUM OF THIS DATE FROM MR. CLAGGET TO THE DIRECTOR GENERAL REGARDING INTERPRETATION NUMBER 52 OF THE BOARD OF RAILROAD WAGES & WORKING CONDITIONS RELATIVE TO PAY OF COLORED FIRMEN ON LINES WHERE THERE ARE NO WHITE FIREMEN EMPLOYED - WHICH IF APPROVED WILL BE ISSUED AS INTERPRETATION NUMBER 13 TO GENERAL ORDER NUMBER 27 -

FILE CLERK
CJH

THE NATIONAL ARCHIVES OF THE UNITED STATES

E 38-30

MAY 3 1919

UNITED STATES RAILROAD ADMINISTRATION.

WASHINGTON, APRIL 3, 1919.

INTERPRETATION NO. 13 TO GENERAL ORDER NO. 27.

STATEMENT.

Article VI, General Order No. 27, reads in part:

> "Effective June 1, 1918, colored men employed as firemen, trainmen, and switchmen shall be paid the same rates of wages as are paid white men in the same capacities."

QUESTION.—What is the intent of that portion of the above-quoted paragraph, reading "shall be paid the same rates of wages as are paid white men in the same capacities," on roads where white firemen are not employed?

DECISION.—Retroactive to June 1, 1918, the compensation and overtime rules for colored firemen shall be the same for all service as for the same services for white firemen on the minimum paid contiguous road.

WALKER D. HINES,
Director General of Railroads.

115472°—19

WASHINGTON : GOVERNMENT PRINTING OFFICE : 1919

Entered 5/6

E38-30

March 20, 1919.

For Mr. Carter.

Mr. Mays' letter of March 14th has been acknowledged stating that the matter of the cut in wage of colored switchman of the Texas, New Orleans and Mexico Railway is under your jurisdiction and that his letter is being referred to you.

Mr. Bland's letter of January 28th, which I acknowledged on February 6th, did not refer to this matter at all.

M. B. C.

fel

THE NATIONAL ARCHIVES OF THE UNITED STATES

FORM A

UNITED STATES RAILROAD ADMINISTRATION
W. G. McADOO, DIRECTOR GENERAL
WASHINGTON

E38-30

B. L. WINCHELL
REGIONAL DIRECTOR

SOUTHERN REGION

JAN 16 1919

HEALEY BUILDING
ATLANTA, GEORGIA

At Washington,
January 16, 1919.

THE NATIONAL ARCHIVES OF THE UNITED STATES

MEMORANDUM FOR THE DIRECTOR GENERAL:

Mr. Kittle wires this morning:

"Illegal strike Memphis declared off and all men will return to work to-day."

B. L. WINCHELL.

File

Form G-18

FILE NO.

E38-30

UNITED STATES RAILROAD ADMINISTRATION

W. G. McADOO, DIRECTOR GENERAL

SUBJECT: Memphis strike.

January 14th, 1919.

MEMORANDUM for the Director General,
Mr. Gray,
Mr. Winchell:

THE NATIONAL ARCHIVES OF THE UNITED STATES

In conference today I stated that while I had seen a copy pf telegram from Mr. Lee to Mr. Kittle upon this subject, I was unable to find same in this Division, and therefore it must have been shown to me by some other person. I now find that this matter was referred to Mr. Hanger's office last evening, and it was from that source that I received the information.

As stated, it appeared to me that Mr. Lee would be able to clear up the situation, as he had done in several past instances, without any action on the part of this Division.

I am sending this memo to correct what I had said in conference this morning.

W. S. CARTER

16

2/6

noted
WSC
1-16-19
File

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT COMMERCIAL NAT'L BANK BLDG., 14th & G STS., N. W. WASHINGTON, D. C. ALWAYS OPEN

919 JAN 14 PM 3 39

JAN 16 1919

JAN 14 1919

Office of Director General of Railroads

A265A 44

RG MEMPHIS TENN 113P 14

WALKER D HINES

DIRECTOR GENERAL OF RAILROADS WASHINGTON DC

THE SWITCHMENS STRIKE HERE IS SERIOUSLY AFFECTING THE BUSINESS INTERESTS OF THIS COMMUNITY WE RESPECTFULLY REQUEST THAT THE UNITEDSTATES RAILRAOD ADMINISTRATION TAKE IMMEDIATE STEPS TO GRANT US RELIEF WE UNDERSTAND THERE IS A PROCEDURE PRIVIDED BY LAW FOR AN ORDERLY SETTLEMENT OF ALL DISPUTES

MEMPHIS CHAMBER OF COMMERCE.

File 9

THE NATIONAL ARCHIVES OF THE UNITED STATES

Form G-18

FILE NO.

UNITED STATES RAILROAD ADMINISTRATION

W. G. McADOO, DIRECTOR GENERAL OF RAILROADS

SUBJECT:

January 14, 1919

MEMORANDUM for the Director General:
Mr. Gray:
Mr. Winchell:

I herewith attach copy of telegram just received from Mr. Martin and copy of my reply to same which is now being sent.

W. S. Carter

2/6

THE NATIONAL ARCHIVES OF THE UNITED STATES

Noted
WGM
1-14-19
Filed

Form G-7

TELEGRAM

2—4466

THE DIRECTOR GENERAL OF RAILROADS

Sent from Washington, D. C., January 14, 1919, 1918

W. S. Martin,
Memphis, Tenn

Your telegram date stop Have been in communication with Mr. Lee of trainmen's organization and he advises that two of his officers one officer of the engineers and one officer of the firemen are now enroute to Memphis and should reach there by tomorrow morning stop He expresses belief that as soon as these officers reach there matters will be promptly adjusted stop I have wired Mr. Blackman at Chicago and Mr. Moffit at Vicksburg who are our representatives to go to Memphis immediately and take charge of the situation as representatives of the Division of Labor of the Railroad Administration and report by wire the situation as they find it stop Please get into communication with them as soon as they reach there stop Mr. Winchell is here and has been in conference with Director General Mr. Gray and myself stop If the officers of these organizations are not able to promptly bring about a cessation of the strike it will then be decided what further action must be taken stop Please keep me advised.

W. S. Carter

Employees of railroads

WU Frank 32086-C
12

THE NATIONAL ARCHIVES OF THE UNITED STATES

Form G-7

TELEGRAM

2—4406

THE DIRECTOR GENERAL OF RAILROADS

Sent from Washington, D. C., ..., 1918

COPY

Memphis, Tenn Jan 14, 1919

W S Carter
Director Divn of Labor Washington DC

In accordance with instructions from Mr. Winchells office this is to advise that there is a strike on the Union Railroad of White switchmen this started with the Yazoo and Mississippi Valley and then spread to the Frisco and is now on our line. No white switchmen working on these railroads no grievance with the BRT who have contract with us and other two railroads mentioned. Men claim they have quit as individuals and will not work with colored switchmen who have been in service with this line since it was built. Situation here is grave and growing worse hourly and is paralyzing railroad traffic here. The local BRT officials are powerless. I feel situation calls for personal handling by yourself

W S Martin

THE NATIONAL ARCHIVES OF THE UNITED STATES

January 14, 1919.

THE NATIONAL ARCHIVES OF THE UNITED STATES

Mr. Hines:-

Referring to attached memorandum from Mr. Carter as to strike situation at Memphis, Mr. Gray says that Mr. Winchell has just been in communication with the Mayor and Mr. Kittle over the telephone and that the situation there is entirely quiet and there is no threatened danger to property. Everything is simply standing still as the men have told the negroes that if they go to work they will kill them and the men have told the yardmasters that if they employ any negroes they (the yardmasters) will be killed and both the negroes and yardmasters have been terrorized into doing nothing. Mr. Gray is unable to find any element of "new conditions" in anything that has been done or is being done. The men had a meeting one night and tried to get a strike vote, but their union officers told them they could not do that and the men were unable to secure a strike vote in their organization meeting. They then adjourned to another hall and held another meeting and passed a strike vote.

Mr. Gray's recommendation is that we do nothing until after the union officials mentioned in Mr. Carter's memorandum arrive on the ground and we see what they are able to accomplish. We ought to know something by tomorrow.

H. H. P.

Notes
WDR
1-14-19

Form G-18

FILE NO.

UNITED STATES RAILROAD ADMINISTRATION

W. G. McADOO, DIRECTOR GENERAL OF RAILROADS

SUBJECT: Situation at Memphis.

January 14th, 1919.

MEMORANDUM for the Director General,
Mr. Gray,
Mr. Winchell:

I got into communication over the telephone with Mr. Lee at 1:10 P.M., and he communicated to me the following information:

Mr. Lee has sent Vice President Bannon from Indianapolis, and Vice President Anderson from Joplin, to Memphis, and they should reach there in the morning. The chairmen of his general committees on connecting roads are, or should be, in Memphis today, except one, who is ill with influenza. Mr. Lee assures me that he is going to exert the full power of his organization to stop this strike, and with my knowledge of his past practice, I believe that our greatest help will come from him, so far as switchmen and trainmen are concerned. I think it would be unwise to complicate the situation by taking aggressive measures, which possibly will include the arrest of strikers, etc. Of course, the company's property should be protected in the usual manner, but I do not understand that resorting to the U.S. military forces or to the U.S. Marshall is "usual".

Mr. Lee informs me that the engineers and firemen have become involved and have quit their posts and that Mr. Stone is sending his Assistant, Mr. Cadle, and Mr. Shea is sending Vice President McLaughlin, with the expectation that they will reach there by morning.

Mr. Lee expressed the opinion that just as soon as this array of labor officials took charge of the situation, that the strike will cease to spread and the men will return to work.

I asked Mr. Lee if he knew the exact cause of the strike, and he expressed the opinion to me that there must be something out of the ordinary or the men would never have thus precipitately have left the service. He expressed the opinion that the men would hardly have done what they have done if their complaint was against any condition long in existance. While he had no information upon the subject, he anticipated that an investigation would show that something had been done down there in the way of establishing new conditions which caused the men to leave the service upon the spur of the moment and without resorting to the laws of their organization governing methods of handling grievances.

W.S.CARTER

THE NATIONAL ARCHIVES OF THE UNITED STATES

C O P Y

99 Pink Filed 1130 AM.

3-5 MK KN.

Atlanta Ga Jan 12th,

C R Gray

Washington

S-269. At Memphis Saturday morning four white members B OF R T Notified terminal sup't they would quit work at four o'clock that afternoon unless all colored switchmen were replaced with white men. and at hour mentioned fourteen men went out. B OF R T Officials Memphis assure us that move to eliminate Negroes was purely individual with certain employees an d unauthorized by the brotherhood. Situation being handled and B OF RT grand officers have been called upon to put their men back to work.

B. L. Winchell

L PM

For the Director General

✓ Copies Mr. Hines
Mr. Carter

CRG 1/18

notes
WDSR
1-13-19

file

Form G-18

FILE NO. E38-30

UNITED STATES RAILROAD ADMINISTRATION
W. G. McADOO, DIRECTOR GENERAL

SUBJECT:

December 9, 1918.

MEMORANDUM FOR MR. GRAY:

I have discussed with the Director General your letter of the 7th instant to Regional Director Markham, (copies of which were sent to the other Regional Directors), relative to negro firemen, hostlers, etc.

In accordance with my discussion and understanding with you, the Director General would like for you promptly to send the following letter to the Regional Directors:

"Please refer to my letter of November 7th to Regional Director Markham, copies of which were sent to the other Regional Directors, relative to negro firemen, hostlers, etc. The letter has created the impression that it attempts to place new and additional obstacles in the way of the employment of negroes. Such is not the intention of the Railroad Administration and therefore, in order to prevent any misconception, the letter is withdrawn.

"The representatives of the Railroad Administration should handle this highly important matter with sympathetic desire not to add to the difficulties under which the colored race labors, and at the same time with a full appreciation of the condition that it is frequently an injury rather than a service to the negroes to force them into employment where race prejudice will be engendered anew. The problem needs to be handled with discretion and sympathy and always with the necessary regard for the requirements established in pre-existing working conditions."

The Director General is notifying the complaining parties, in letters being mailed today, that the letter of November 7th has been withdrawn, so that the letter of withdrawal should be sent today.

W. D. H.

P

file p

December 6, 1918.

Mr. John R. Shillady,
Secretary, National Association for Advancement
of Colored People,
75 Fifth Avenue,
New York City.

Dear Sir:

On the 4th instant I sent you the following telegram:

> "Your telegram of the 29th was received while I was on an inspection trip of the railroads. I was not aware of the order to which you refer, but I am looking into the matter and will advise you later."

I have since looked into the matter and find that a letter was sent to one of our Regional Directors as a result of facts which he communicated, indicating the danger of an unfortunate agitation against the employment of negroes. As a matter of information copies of the letter were sent to the other Regional Directors. On examining the matter, however, it seems to me that while the letter was sent with a wise purpose and really in the interest of preventing the development of new agitations against employing negroes, yet it is open to the construction that it attempts to place new and additional obstacles in the way of employment of negroes and, therefore, the letter has been withdrawn.

I am sure you will appreciate the very great delicacy of all the phases of this problem, and that we are always confronted with the serious danger that steps taken in the direct interest of the negro may nevertheless develop a race conflict which will promptly react to the substantial disadvantage of the interests of the colored people.

My action in providing that negroes employed on railroads shall be paid for the same services the same wages as white men is, as I believe you will agree, a substantial proof of my desire to give the negroes every equal opportunity, and a far more effective proof than any more verbal expressions would be. The attitude thus shown in my action on the wage question represents the policy of the Railroad Administration.

Cordially yours,

signed by
Director Genl)

file
R

December 6, 1918.

for the Director General:

I attach your file relating to instructions relative to employment of negro firemen, hostlers, etc.

In my opinion the best way to handle this matter is for Mr. Gray to write a letter substantially as follows to the Regional Directors:

> "Please refer to my letter of November 7th to Regional Director Markham, copies of which were sent to the other Regional Directors relative to negro firemen, hostlers, etc. The letter has created the impression that it attempts to place new and additional obstacles in the way of the employment of negroes. Such is not the intention of the Railroad Administration and therefore, in order to prevent any misconception, the letter is withdrawn.
>
> The representatives of the Railroad Administration should handle this highly important matter with sympathetic desire not to add to the difficulties under which the colored race inevitably labors, and at the same time with a full appreciation of the condition that it is frequently an injury rather than a service to the negroes to force them into employment where race prejudice will be engendered anew. The problem needs to be handled with the greatest discretion and sympathy and always with the necessary regard for the requirements established in pre existing working conditions."

Mr. Gray concurs with me that this letter is in the proper form.

Mr. Gray tells me you have in mind the question whether it may not be preferable for you to send the letter to the Regional Directors on this subject. In my judgment the better plan is for the letter now sent to go through the same channel as the letter formerly sent, otherwise it seems to me there is an undue and possibly an unfortunate emphasis on the situation.

At the same time it will naturally be appropriate for you to send a letter to Mr. Shillady advising him of the disposition of the subject. I attach as a suggestion draft of letter to Mr. Shillady.

W.D.H.

R

While it is desirable to remove the unfortunate effects of the letter that was written, it is also equally desirable to avoid bringing about a lot of unfortunate effects through any possible encouragement to Federal Managers to rush in and employ negroes and thereby stir up race agitation, which is likely to result not only in tie-ups of railroad operation but also in injury to the negro situation. I have no doubt that in many instances a Federal Manager has a sort of subconscious desire to employ negroes, who are not members of labor unions, rather than employ white men who are. Any stimulation to this desire is going to cause trouble to the Railroad Administration and also to negroes.

Therefore, I think any letter of withdrawal must be so worded as not to let the Federal Managers feel that they are now free, and in fact expected, to go ahead regardless of understandings with organized labor, and regardless of settled prejudices which cannot safely be ignored, and employ negroes. The letter, therefore, to the Regional Directors has been worded as carefully as possible to meet honestly both sides of the problem. These considerations strengthen my conviction that it is wiser for the letter to be signed by Mr. Gray in regular course rather than by you.

W.D.H.

R

THE NATIONAL ARCHIVES OF THE UNITED STATES

E38-30

December 5, 1918.

for Mr. Gray:

I attach your file and also the Director General's file on the subject of instructions issued November 7th to Regional Directors relative to negro firemen, hostlers, etc., about which I telephoned you this morning.

What do you think of a letter substantially as follows to the Regional Directors:

"Please refer to my letter of November 7th to Regional Director Markham, copies of which were sent to the other Regional Directors relative to negro firemen, hostlers, etc. The letter has created the impression that it attempts to place new and additional obstacles in the way of the employment of negroes. Such is not the intention of the Railroad Administration and therefore, in order to prevent any misconception, the letter is withdrawn.

The representatives of the Railroad Administration should handle this highly important matter with sympathetic desire not to add to the difficulties under which the colored race inevitably labors, and at the same time with a full appreciation ofnthe condition that it is frequently an injury rather than a service to the negroes to force them into employments where race prejudice will be engendered anew. The problem needs to be handled with the greatest discretion and sympathy and always with the necessary regard for the requirements established in pre existing working conditions."

W.D.H.

R

file
R

THE NATIONAL ARCHIVES OF THE UNITED STATES

PERSONAL:

MEMORANDUM FOR MR. GRAY: May 23, 1918.

There should be included in the Wage Order the following:

"Effective June 1st, 1918, colored men employed as firemen, trainmen, and switchmen shall be paid the same rates of wages as are paid white men in the same capacities."

It occurs to me that this probably ought to be in a separate article near the end of the order.

W. D. H.

F

E38-30

THE NATIONAL ARCHIVES OF THE UNITED STATES

E 38-30

MEMORANDUM FOR THE DIRECTOR GENERAL

May 23, 1918.

I attach draft of provision which has been drawn by Mr. Gray, relative to colored firemen, trainmen and switchmen. If anything is to be put in the order on this subject, my advice is that it be put in without explanations and be simply to the following effect:

> "Effective June 1, 1918, colored men employed as firemen, trainmen and switchmen shall be paid the same rates of wages as are paid white men in the same capacities."

OK McAdoo

Mr. Gray tells me that in his opinion there will be two consequences to the putting of this provision in the order:

1. It will lead to the gradual elimination of colored firemen, trainmen and switchmen, due to the preference of the labor organizations that white men be employed in these positions, and to the steady pressure which the labor organizations will put upon the local railroad officials, as vacancies occur, to employ white men in the places. His idea is that the labor organizations will make the point that there is no longer any reason for employing a colored man, when a white man is available, since the pay must be the same. If Mr. Gray is right in this conclusion, the result will be a gradual diminution of the available supply of men for these positions. Of course, if any particular vacancy occurs, a white man cannot be employed unless he happens to be available; but in the long run a gradual elimination of the colored man will mean a diminution in the available supply. Mr. Gray says that Mr. Walters and Mr. Markham are of the same opinion. He says also, however, that Mr. Keefe, who has been on the Texas lines of the Santa Fe for many years, does not agree that this will be the effect. Mr. Gray says, however, that the Santa Fe concentrates all its colored firemen and brakemen on a single division and Mr. Gray's personal opinion, as applied to the south generally, is that there will be an elimination of colored labor.

Negroes employed

2. Mr. Gray says also that the establishment of this principle, and the giving of widespread publicity to it in the order will make it inevitable that by degrees the same principle will have to be applied to track labor and all other ordinary labor and that in the

THE NATIONAL ARCHIVES OF THE UNITED STATES

aggregate the consequences in this direction will be serious.

I feel that these considerations should be brought to your attention. If you feel that in the circumstances colored firemen, trainmen and switchmen must be given the same pay as white men, it is worth considering whether this cannot be accomplished in a way less calculated to create embarrassment number 2 above mentioned, if, instead of saying anything in the order, instructions be issued to each railroad employing colored firemen, trainmen and switchmen that, effective June 1, 1918, such employes shall be paid the same wages as white men in the same capacities. Even this instruction would still, if Mr. Gray's position is correct, bring about a gradual elimination of the colored employes and a gradual diminution of the available supply of labor; but at any rate it would not stimulate the demand for the application of the same principle to all other sorts of labor.

W. D. H.

THE NATIONAL ARCHIVES OF THE UNITED STATES

P

The Director General has been much concerned to find that there are instances wherein the pay of colored men for service as fireman, trainmen and switchmen has been less than is paid white men serving in the same capacity.

It is clear that under Federal control there can be no discrimination between employes, merely because of a difference in color.

While the back pay for colored engine, train and yard employes will be predicated upon the increases named herein, and based upon their wages in December, 1915, it is ordered that effective June 1, 1918, they shall be given the same rate of wages provided for white men in the same capacity.

THE NATIONAL ARCHIVES OF THE UNITED STATES

R A 10

UNITED STATES RAILROAD ADMINISTRATION

P19-3

FILE NO.

SUBJECT: PASSENGERS:

PROTEST AGAINST DISCRIMINATION AGAINST COLORD PASSENGERS.

Volume No. _____

From _____

To _____

DIRECTOR GENERAL OF RAILROADS

NAL OFFICERS

PRESIDENT
MOORFIELD STOREY

VICE-PRESIDENTS
ARCHIBALD H. GRIMKÉ
REV. JOHN HAYNES HOLMES
BISHOP JOHN HURST
ARTHUR B. SPINGARN
OSWALD GARRISON VILLARD

NATIONAL ASSOCIATION FOR THE ADVANCEMENT OF COLORED PEOPLE

70 FIFTH AVENUE, NEW YORK

TELEPHONE CHELSEA 9386

EXECUTIVE OFFICERS

CHAIRMAN OF THE BOARD
MARY WHITE OVINGTON

JOHN R. SHILLADY, SECRETARY
J. E. SPINGARN, TREASURER
DR. W. E. B. DU BOIS, DIRECTOR OF PUBLICATIONS AND RESEARCH
JAMES WELDON JOHNSON, FIELD SECRETARY
WALTER F. WHITE, ASSISTANT SECRETARY

145016

August 2, 1920

Office of Director General of Railroads
AUG 3 1920

Mr. E. C. Blanchard, Executive Secretary,
United States Railroad Administration,
Washington, D. C.

My dear Sir:

Thank you very much for your letter of July 30 stating that you have referred our letter of the 27th to the Director General of Railroads, together with a copy of our letter to Commissioner Aitchison.

We note your statement that the Director General can do nothing in regard to the discrimination that is being practiced and shall await the action of the Interstate Commerce Commission.

Very truly yours,

Walter F. White

Assistant Secretary.

R

Office of Director General of Railroads
AUG 3 1920

P 19-3

July 30, 1920.

Dear Sir:

Your letter of the twenty-seventh instant addressed to President Wilson has been referred to the Director General of Railroads, together with a copy of your letter to Commissioner Aitchison.

There is nothing the Director General can do to assist in this matter inasmuch as the rail roads are no longer under Federal control but it may be that the Interstate Commerce Commission is in position to bring about the reform which you consider necessary.

There is no other instrumentality of the Federal Government whose powers can be invoked and it is therefore suggested that you leave the matter with the Commission where it will no doubt receive careful and prompt attention.

Very truly yours,

E.C.B.

Walter J. White, Esq.,
Assistant Secretary National Association for
the Advancement of Colored People,
70 Fifth Avenue,
New York, N.Y.

E.C.B.ACW: File, ACW.

NAL OFFICERS
PRESIDENT
MOORFIELD STOREY
VICE-PRESIDENTS
ARCHIBALD H. GRIMKÉ
REV. JOHN HAYNES HOLMES
BISHOP JOHN HURST
ARTHUR B. SPINGARN
OSWALD GARRISON VILLARD

NATIONAL ASSOCIATION FOR THE ADVANCEMENT OF COLORED PEOPLE

70 FIFTH AVENUE, NEW YORK
TELEPHONE CHELSEA 9386

EXECUTIVE OFFICERS
CHAIRMAN OF THE BOARD
MARY WHITE OVINGTON
JOHN R. SHILLADY, SECRETARY
J. E. SPINGARN, TREASURER
DR. W. E. B. DU BOIS, DIRECTOR OF PUBLICATIONS AND RESEARCH
JAMES WELDON JOHNSON, FIELD SECRETARY
WALTER F. WHITE, ASSISTANT SECRETARY

146743

Direct Search of Railroads

RECEIVED JUL 28 1920

JUL 29 1920

P 19-3

July 27,1920,

Honorable Woodrow Wilson,
President United States,
Washington,D. C.

Sir:

I am sending you enclosed herein a copy of a letter to Honorable Clyde B. Aitchison,Chairman of the Interstate Commerce Commission with reference to the refusal of a ticket agent at Cleveland,Ohio to sell to Mr. William H. Collier of that city a prepaid ticket which he wished to send to his son at Birmingham,Alabama.

The National Association for the Advancement of Colored People requests that you use your power to bring about the abrogation of this unjust and discriminatory practice on the part of the several railroads lines of the United States.

Sincerely yours,

Walter White

Assistant Secretary,

WW/EF

COPY

July 27 ,1920.

Mr.Clyde B. Aitchison,Chairman,
Interstate Commerce Commission
Warden Courts West
Washington,D. C.

Dear Sir:

We have been informed by the Cleveland Branch of the National Association for the Advancement of Colored People,that certain railroads have revived the practice of refusing to sell prepaid tickets in Northern cities from Southern points.

In June 1919 we had a simular case when in Cleveland, Ohio, a ticket agent refused to sell to the Rev.H. C. Bailey,a colored minister,a ticket from Madison,Alabama,to Cleveland,Ohio, for the transportation of Rev.Bailey's daughter. We took the case up at that time with Mr. Walker D.Hines,Director General of railroads,since the gevernment was then in charge of them.

On bringing this matter to the Director General's attention the order wal immediately countermanded.

A short time ago Mr. William S. Collier,of 2487 E.37th St., Cleveland,applied at a tickey office there for a prepaid ticket which he wished to send to his son in Birmingham,Alabama. Mr. Collier was informed by the ticket agent that they had not been selling this class of ticket from points south of the Ohio River for the past five months.

The National Association for the Advancement of Colored People,with its 341 branches,with a total membership of over 100,000 is presenting this case to the Interstate Commerce Committee asking that an immediate investigation be instituted into this specific case and that the unjust and discriminatory ruling be immediately countermanded. If there is no such ruling and the several railroads are arbitrarily practicing such rules we ask that the Interstate Commerce Committee take up this matter with the several lines and see that the practice is discontinued. Attempts have been made by these lines to justify such practices on the basis that this rule applies to white as well as to colored citizens.This however, is merely a subtifuge since experience has clearly demonstrated that the rule is for the purpose of checking migration of Negroes from the South.

I am sending a copy of this letter to President Wilson, for his information,

Yours truly,

ASST.SECY.

P 20-10

P 19-3

February 10, 1920.

Dear Sir:

In behalf of the Director General, permit me to acknowledge receipt of your letter of the seventh of February.

Sincerely yours,

Mr. George H. Murray,
General Counsel,
The Colored American Council,
1215 Seventeenth St. N.W.

M.B.C.ACW:
File, ACW.

THE NATIONAL ARCHIVES OF THE UNITED STATES

file

136290

H. LASSITER, CHAIRMAN
L. M. HERSHAW, VICE CHAIRMAN
DANIEL MURRAY, TREASURER
J. E. JOHNSON, SECRETARY
GEO. H. MURRAY, GEN'L COUNSEL
928 S St. N.W.

The Colored American Council

(INCORPORATED)

1215 SEVENTEENTH STREET, N. W.
WASHINGTON, D. C.

CH'M COM. ON FINANCE
MORRIS S. KOONCE
CH'M COM. ON STATE CO-OPERATION
WALTER J. SINGLETON
CH'M COM. ON PUBLICITY
VIRGIL A. FRANKLIN
CH'M COM. ON ORGANIZATION
EX-JUSTICE E. M. HEWLETT

P 20-10

February 7,1920.

The Director General of Railroads,
Washington, D.C.

Dear Sir:

I am taking the liberty of suggesting that the elimination of the Jim Crow cars in interstate traffic, with their maintenance cost of over twenty five millions ($25,00,000), will furnish practically all of the capital to finance an increase of wages in the Southern traffic district. In addition it will tend to increase the returns of the southern roads to the point where new equipment may be purchased out of the savings instead of out of government loans.

I am suggesting this because the threatened strike of the repair and maintenence of way men due to alleged low wages may be fairly met by the elimination of this useless institution, the Jim Crow car, with its attendant high cost.

Very truly yours,

George H. Murray

General Counsel.

FEB 9 1920

[redacted]-18

FILE NO.

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT:

January 15, 1920.

P114-3

MEMORANDUM for Mr. Hines:

You will remember that on September 2 you sent me a memorandum asking me to take up with the appropriate divisions the question of improving conditions for colored passengers on railroads in the South and to check up on performance.

I have had this matter up continuously since that date with Messrs. Tyler, Chambers and Thelen, and I have reported to you on the progress on several occasions. I think you will be interested in reading Mr. Tyler's memorandum of December 11 which is first marked in the accompanying file. This indicates that reports from the Regional Directors concerned establishes the fact that equipment furnished for use of colored passengers is now kept in a generally clean and fit condition and given the same attention as that provided for white people; however, it shows that on some railroads the accommodations themselves for colored passengers are not as good as those for white passengers, but that capital expenditures would be necessary to make such improvements and such capital expenditures cannot be made by the Railroad Administration at this late date in Federal control. From my acquaintance with this subject for the last several months I do not believe that there is anything more that the Railroad Administration itself can do, although undoubtedly there is material room for improvement for giving colored passengers in the South better accommodations.

M.B.C.

MBC RR

noted
1-16-20
WS 26

THE NATIONAL ARCHIVES OF THE UNITED STATES

F 18

FILE NO. 43241

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT: Passenger facilities affecting colored passengers in the South.

December 20, 1919.

MEMORANDUM for Mr. Clagett:

I have your memorandum of the 13th instant in the above entitled matter, together with draft of memorandum dated December 11, 1919, from Director Tyler to the Director General.

I am advised that Director Tyler's memorandum is an accurate summary of the reports received by the Division of Operation from the Regional Directors. If Federal control is to end on December 31, 1919, it is obvious that nothing further can be done in this matter by the Railroad Administration. On the other hand, if it appears hereafter that Federal control is to extend any substantial time beyond December 31, 1919 the Division of Public Service will desire to urge that further improvements be made in the existing passenger facilities, particularly with reference to the installation of separate toilets for men and women in the compartments for colored people, and also of separate smoking rooms.

I note that the Illinois Central, the Louisville & Nashville and the M. & O. have refused corporate authority for any additional capital expenditures to improve the existing passenger facilities for colored people. I shall be surprised if the same is not also true as to the Southern Railroad for the reason that this Railroad, as I understand it, uniformly refuses to authorize any capital expenditures for any purpose. However, if Federal control shall continue, the Division of Public Service will probably desire to urge that necessary improvements be made in passenger facilities even if the improvements must be made by the Federal Government without the approval of the particular railroad corporations affected. I am strongly of the opinion that the Federal Government should not permit itself to be blocked with reference to the making of really necessary improvements simply because the officers of the railroad corporations affected do not, on behalf of the corporation, approve the expenditures.

Max Thelen

Director.

MT*er

OFFICE OF DIRECTOR GENERAL OF RAILROADS

DEC 20 1919

P. 9 3

....Memorandum....

Mr. M. B. Clagett:

Referring to your joint memorandum to Mr. Thelen and myself, with which you enclosed a copy of Mr. Tyler's memorandum of December 11th on the subject of adequate transportation facilities for the negro race.

I think all of the conditions outlined in the numbered paragraphs in Mr. Tyler's memorandum should be carried out, but agree with his conclusion that in the expected early return of the railroads to private operation the Administration is not justified in going any further at this time.

Edward Chambers.

Washington,
12-19-19.

FILE

for Mr. Thelen;
Mr. Chambers;

Under date of September 4th, I addressed a memorandum to Messrs. Tyler, Chambers and Thelen, at the request of the Director General regarding conditions for colored passengers in the South.

Mr. Tyler has now made a report to the Director General on the subject, copy of which I attach. Before giving it to the Director General, I would appreciate having any comments you desire to make on it.

M. B. C.

Washington,
12-13-19-cf

COPY

Form G-77

2—8875

B[redacted]18

FILE NO.

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT:

December 11, 1919.

MEMORANDUM FOR THE DIRECTOR GENERAL:

Referring to your memorandum of September 6, 1919, regarding adequate transportation facilities for the negro race, and further in reference to my memorandum of September 19th, enclosing copy of my joint letter of that date to Regional Directors Bush, Holden, Maher and Winchell, requesting that they have a careful check made of passenger coach and station facilities for colored passengers, with the view of providing sufficient accommodations, and that:

1 - Coaches be kept in a clean and fit condition just as are the coaches for white people.

2 - Where single coaches are assigned to colored patrons they should be divided in such a way that smokers may be separated from non-smokers.

3 - Station facilities should be kept clean and in a suitable condition; and should be just as respectable and comfortable as the portions devoted to the use of white passengers.

Reports submitted by Regional Directors indicate that a thorough investigation has been made, and show the present conditions to be as follows:

ITEM NO. 1 - Equipment furnished for use of colored passengers is kept in a generally clean and fit condition and given the same attention as that provided for white people.

ITEM NO. 2 - Facilities for colored patrons on some roads do not compare favorably with those furnished white passengers in the matter of separate toilets for the sexes and smoking rooms. To provide separate toilets for men and women in colored compartments would cost approximately as follows:

Southern Railroad	$70,611
G.S.&.F.	2,625
C.C.&.O.	2,000
L.&.N.	9,000
Illinois Central	12,000

Also Federal Manager Taylor states that in order to give colored passengers accommodations equal to those furnished white passengers on the Mobile & Ohio will require seven new steel coaches at an approximate cost of $140,000.00, but if separate toilets are installed for the sexes, where only one-half of a car is used for colored travel, an expenditure of approximately $2,450.00 will be required.

The Director General #2: December 11, 1919.

The Illinois Central, Louisville & Nashville and the Mobile & Ohio have denied corporate authority for the above expenditures.

ITEM NO.3 - Reports show that the Union Station at Norfolk, Virginia, is provided with smoking room for white patrons, but none for colored. With this exception, and at a few isolated points, where the colored travel is extremely light, the station facilities furnished the negro race are kept clean and are as comfortable as those provided for the use of white passengers.

I assume that with the expected end of Federal operation so close, you will not feel that we can properly go further with this matter at present.

W. T. TYLER.

for Mr. Tyler:

Please note the accompanying clipping regarding railroad conditions for negroes. I wonder if you have had any recent reports on our efforts in this direction?

M. E. G.

Washington
10-20-19-cf

EXTRA COPY

Form G-76.

2—8674

Form G—19.

UNITED STATES RAILROAD ADMINISTRATION

W. G. McADOO, DIRECTOR GENERAL OF RAILROADS

FILE NO. P19-3

SUBJECT

Office of Director General of Railroads

OCT 24 1919

October 23, 1919.

MEMORANDUM for MR. CLAGETT:

Referring to your memorandum of ~~September~~ October 20th, attaching clipping from the Concord, N. C., Tribune, regarding facilities furnished by the railroads for the accommodation of negroes:

As you are aware, request was made on the four regional directors, more particularly interested, for a report on the passenger coach and station facilities furnished for colored passengers, and the matter is being followed up closely.

I hope to be able within a short time to submit a report in this matter.

W. T. TYLER.

Noted MBC

File

7-RR

P 19-3

for Mr. Max Thelen;

At the request of the Director General, I am sending you herewith copy of a letter sent by Mr. Tyler September 15th to Regional Directors Bush, Holden, Maher and Winchell relative to facilities for colored passengers, also copy of memorandum I sent yesterday to Mr. Tyler on the subject.

M. B. C.

Washington
9-30-19-cf

EXTRA COPY

2—8674

F[illegible] 18

FILE NO.

UNITED STATES RAILROAD ADMINISTRATION

[redacted] DIRECTOR GENERAL OF RAILROADS

Office of Director General of Railroads

SEP 30 1919

SUBJECT:

File

September 30, 1919.

MEMORANDUM Mr. CLAGETT:

Your memorandum of September 29th, regarding facilities for negro passengers, as referred to in my memorandum to the Director General of September 15th.

I am today asking the Regional Directors interested for a report as to the result of their investigation and as soon as received will furnish you with a summary of their replies.

W. T. Tyler

Noted MPoe

Form 2-19

FILE NO.

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT:

Sept. 29, 1919.

MEMORANDUM Mr. Hines:

Previously, you have had up with me the question of getting the proper facilities for colored passengers, particularly of the South. I attach herewith a copy of a letter which Mr. Tyler sent to four Regional Directors under date of Sept. 14th and also a copy of a memorandum which I have just sent to Mr. Tyler on the subject. This is as information, no action being required by you at the moment.

M. B. Clagett.

MBC/ M

MBC
Send copy
to Mr Tyler
WSH
9-30-19

~~P20-10~~

P19-3

Sept. 30, 1919.

for Mr. Max Thelen:

I attach herewith the letter of Mr. Lamb, Chief, Bureau of Suggestions and Complaints, to Mrs. G.G.Westfeldt, Fletcher, N.C., in regard to her complaint of inadequate accommodations for colored patrons on the Atlanta-Fletcher connection with the Southern Railroad train No. 4 from Mobile on the morning of August 27th. Mrs. Westfeldt has made further comment on the matter, and I am bringing same to your attention. This further communication has not been acknowledged.

fel-ms

M.B.C.

FILE COPY

Form G-77.

2—3678

NATIONAL ARCHIVES OF THE UNITED STATES

P 20-10

Passgr accommodations for Colored Citizens.

Sept, 6, 1919.

Mr. Hines:

Under date of Sept. 2, you gave me a memorandum regarding the handling of Colored passengers, asking me to confer with the Divisions of Operation, Traffic and Public Service with a view to determining whether there is any room for improvement to this matter. There are attached memoranda from Messrs Tyler, Thelen and Chambers on the subject. Each of these officers has given his personal attention to this matter. Their joint recommendation is that the matter be referred to Mr. Tyler for handling with Reginal Directors Winchell and Bush for a careful check through the Federal Managers in the two Regions, with the view to checking up the equipment furnished for colored travel with respect to its adequacy, both from the standpoint of space and condition. This seems to be the best possible solution of the matter and therefore I recommend that you send to Mr. Tyler a memorandum along the lines of the accompanying.

M. B. Clagett.

MBC/M

COPY

Form G-77

2—8676

THE NATIONAL ARCHIVES OF THE UNITED STATES

P19-3

Facilities for Negro passengers.

Sept. 29, 1919.

Mr. Tylert

I have just noted your memorandum to the Director General of Sept. 15, sending him a copy of your letter to Messrs. Bush Holden, Maher and Winchell on the subject of facilities for colored passengers. Your memorandum and the accompanying letter has been given to the Director General. When he had this matter up with you previously, he stated that he was very anxious to have it followed up vigorously and therefore I know he would appreciate having copy of the reports that you requested in the final paragraph of your letter of Sept. 14th to the 4 Regional Directors.

M. B. Clagett.

MBC/M

FILE COPY

Form G-77

2—8675

Form G-19

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

FILE No. A-22038

SUBJECT: Passenger Service.

MEMORANDUM

Mr. M. Brice Clagett:

September 24th, 1919,

In accordance with your memorandum request I attach draft of letter for reply to M. W. Briggs, Chicago, Illinois, whose letter complaining of transportation of negroes on Pullman cars is returned herewith.

EHL/GK

E.H.Lamb,
Chief.
BUREAU FOR SUGGESTIONS AND COMPLAINTS.

Letter sent
File a-22038

25 1919

919-5

FILE NO.

Office of Director General of Railroads

SEP 15 1919

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT:

September 15, 1919.

MEMORANDUM FOR THE DIRECTOR GENERAL:

As requested in your memorandum of September 6th, concerning facilities for colored passengers, the matter has been taken up with Regional Directors Bush, Holden, Maher and Winchell, in my letter of September 15th, a copy of which is attached.

W. T. TYLER.

To Mr Edgett:
On his return
next
9/15/19

THE NATIONAL ARCHIVES OF THE UNITED STATES

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

WASHINGTON

DIVISION OF OPERATION
W. T. TYLER, DIRECTOR

September 15, 1919.

Gentlemen:

The Director General desires to have a careful check made of passenger coach and station facilities for colored passengers, and treatment of colored patrons generally to make certain that adequate facilities are provided and that these patrons are given the consideration to which they are justly entitled.

In states where separate passenger car and station facilities for colored people are required, sufficient accommodations must be provided for them and

1 - the coaches kept in a clean and fit condition, just as are the coaches for white people;

2 - where single coaches are assigned to colored patrons they should be divided in such a way that smokers may be separated from non-smokers;

3 - station facilities should be kept clean and in a suitable condition; and should be just as respectable and comfortable as the portions devoted to the use of white passengers.

An investigation was made of these conditions in the Southern and Southwestern Regions some months ago, but will you not each please canvass the situation in your respective regions, making such corrections as your investigation shows to be necessary and have the matter followed up with a view to maintaining a policy which will produce satisfactory results?

While I am sure that you will cover this as it should be, I shall, nevertheless, appreciate receiving, as promptly as possible, a report on the situation, and shall be glad to have you send me from time to time other reports showing what is being done. The Director General is desirous that the matter be intelligently and vigorously followed up.

Yours very truly,

W. T. Tyler

Mr. B. F. Bush, Regional Director, St. Louis, Mo.,
Mr. Hale Holden, Regional Director, Chicago, Ill.,
Mr. N. D. Maher, Regional Director, Roanoke, Va.,
Mr. B. L. Winchell, Regional Director, Atlanta, Ga.

File

FILE NO.

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT: Passgr accommodations for Colored Citizens.

P19-3

Sept, 6, 1919.

MEMORANDUM Mr. Hines:

Under date of Sept. 2, you gave me a memorandum regarding the handling of Colored passengers, asking me to confer with the Divisions of Operation, Traffic and Public Service with a view to determining whether there is any room for improvement to this matter. There are attached memoranda from Messrs Tyler, Thelen and Chambers on the subject. Each of these officers has given his personal attention to this matter. Their joint recommendation is that the matter be referred to Mr. Tyler for handling with Reginal Directors Winchell and Bush for a careful check through the Federal Managers in the two Regions, with the view to checking up the equipment furnished for colored travel with respect to its adequacy, both from the standpoint of space and condition. This seems to be the best possible solution of the matter and therefore I recommend that you send to Mr. Tyler a memorandum along the lines of the accompanying.

M. B. Clagett.

MBC/M

NATIONAL ARCHIVES OF THE UNITED STATES

[redacted]18

FILE NO.

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT: Passgr accommodations for Colored citizens.

P 15 - 3

Sept. 6, 1919.

MEMORANDUM Mr. Tyler:

Mr. Clagett has already communicated with you under date of Sept. 4th regarding passenger coach facilities for Colored passengers. Messrs Thelen and Chambers have concurred in the views you express in your memorandum to Mr. Clagett of Sept. 4th. Will you be good enough therefore to take the matter up immediately with Regional Directors Bush and Winchell as suggested, and have a careful check made to see that this matter is adequately handled? I wish you would follow the question up personally and do everything within reason to make certain that adequate facilities are provided for colored passengers, particularly in the South.

W. D. H.

The inquiry should also relate to station accommodations and treatment of colored passengers. You will recall Director General McAdoo gave instructions about this matter. These instructions should be reiterated and emphasized.

F[redacted]S

FILE NO.

8 19 - 3

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT:

September 6, 1919.

Passenger Accommodations for Colored Citizens.

MEMORANDUM for Mr. Clagett:

SEP 6 1919

I have just read your personal memorandum of September 4, 1919, and also Director Tyler's memorandum of the same date, in the above entitled matter.

I concur in Director Tyler's views and suggestions.

Max Thelen

Director.

cc - Director Chambers
Director Tyler

File G

8/19

September 6, 191[redacted]

for Mr. Tyler:

Mr. Clagett has already communicated with you under date of September 4th regarding passenger coach facilities for colored passengers. Messrs. Thelen and Chambers have concurred in the views you express in your memorandum to Mr. Clagett of September 4th. Will you be good enough therefore to take the matter up immediately with Regional Directors Bush and Winchell as suggested, and have a careful check made to see that this matter is adequately handled? I wish you would follow the question up personally and do everything within reason to make certain that adequate facilities are provided for colored passengers, particularly in the South. The inquiry should also relate to station facilities and to accommodations and treatment of colored passengers generally. You will recall Director General McAdoo gave instructions about this matter. Those instructions should be reiterated and emphasized.

G W.D.H.

P19-3
9-5-19

See file G1-1 for reference in the report of the hearings before the House Interstate Commerce Committee to colored delegation advocating an amendment to the I. C. Act making it unlawful to refuse accomodations to colored people.

FILE CLERK
CJH

P18-3

Office of Director General of Railroads
SEP 6 1919

....Memorandum....

Mr. M. B. Clagett:

Replying to your personal memorandum of September 4th in regard to the necessity of adequately providing for colored passengers in the Southern states.

I have just read Mr. Tyler's memorandum on this subject and concur in his views and suggestions.

Edward Chambers.

Washington,
Sept. 5, 1919.

cc-
Mr. W. T. Tyler
Mr. Max Thelen

THE NATIONAL ARCHIVES OF THE UNITED STATES

FILE NO. 819-3

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT:

Office of Director General of Railroads

September 4, 1919

SEP 4 1919

MEMORANDUM for Mr. Clagett:

Replying to your personal and urgent memorandum date, relative to the question of inadequate provisions for colored passengers:

The heavy demand for coaches in which to move troops, as well as the very general increase in passenger travel in all Regions, has taxed our coach facilities to the utmost - for white as well as for colored.

However, the first of these two causes will soon be of the past and I would suggest that after the receipt of such suggestions as Mr. Chambers and Mr. Thelen may make, the matter be referred to me for handling with Regional Directors Winchell and Bush for a careful check through the Federal Managers in the two Regions, with the view to checking up the equipment furnished for colored travel with respect to its adequacy, both from the standpoint of space and condition. In this way we ought to be able to overcome any ground for reasonable complaint which may exist.

W. T. Tyler

WTT.

P19-3

PERSONAL AND URGENT. September 4, 1919.

MESSRS. TYLER, CHAMBERS, and THELEN:

The Director General has given me a memorandum stating that on his return from Virginia several days ago a C. & O conductor between Charlottesville and Washington told him of the embarrassment a conductor encounters because of inadequate provisions for colored passengers. The Director General stated that it occurred to him that this matter deserves special attention in these states where they have separate coach laws. He also called attention to the fact that the present tension between the races is unusually marked and that therefore it is very desirable to avoid any unnecessary causes for increasing it. He has asked me to learn whether you have any suggestions on which he could act with the object of improving this particular situation. The Director General will not be in his office after Saturday of this week and therefore if it is possible to reply to this memorandum today or Friday, it will be deeply appreciated.

M.B.C.

M.B.C.ACW:
File, ACW.

THE NATIONAL ARCHIVES OF THE UNITED STATES

FILE NO.

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT:

September 2, 1919

MEMORANDUM for Mr. Clagett:

Yesterday a C. & O. conductor between Charlottesville and Washington was telling me of the embarrassment he encounters on account of inadequate provision for colored passengers. It occurs to me this is a matter which deserves special attention in those states where they have separate coach laws. The present tension between the white and colored races seems to be unusually marked and it is therefore particularly desirable to avoid any unnecessary causes for increasing it. I suggest you confer with the appropriate Divisions (I assume the Division of Operation and Traffic, and for purposes of information and suggestion, the Division of Public Service) with a view to determining whether there is any room for improvement in this matter.

W.D.H.

Q

Mr Pratt.
m 264

P19-3

COMMON USE OF PULLMAN CARS OPERATING UNDER FEDERAL CONTROL IN ARKANSAS BY NEGROES AND WHITES.

Aug. 23,1919.

for Mr.Thelen;

I enclose herewith letter to the Director General from Hon. Tom J. Terral, Secretary of State of the State of Arkansas, and also letter from the same gentleman to the Attorney General, which has been referred by the Attorney General to the Director General, both of the letters being in regard to the common use of Pullman cars operating under Federal control by negroes and whites.

I have written to Mr. Ames, Acting Attorney General, who transmitted the letter addressed to Mr.Palmer, acknowing receipt and advising him that the matter will have attention.

The letter addressed to the Director General has not been acknowledged. If you wish to answer it for him, I think it would be all right for you to do so. If you do not,I suggest that you submit a draft of reply for him.

I am enclosing for your information a copy of a memorandum from Director General McAdoo to Mr.Hines dated Nov. 1st last.

H.A.T.

T*SG

File 3.

Aug. 23,1919.

Hon. C. B. Ames,
Acting Attorney General,
Department of Justice,
Washington, D. C.

Dear Sir:

On behalf of the Director General, I wish to acknowledge receipt of your letter of the 19th inst. enclosing a copy of letter from Hon. Tom J. Terral, Secretary of State of the State of Arkansas, in regard to intermingling of white persons and negroes on Pullman cars, which will be given consideration.

Sincerely yours,

T*SG

File
13.

Mr Taylor

110278

CBA-h-t

Office of the Attorney General
Washington, D.C.

OFFICE OF DIRECTOR GENERAL OF RAILROADS

AUG 20 1919

August 19, 1919.

Hon. Walker D. Hines,
Director General of Railroads,
Washington, D. C.

Dear Mr. Hines:

There is enclosed herewith for your consideration a letter from Hon. Tom J. Terral, Secretary of State of the State of Arkansas, relative to the intermingling of negroes and white persons on Pullman cars under Federal control in the State of Arkansas.

Very truly yours,

C. B. Rice

Acting Attorney General.

Enclosure.

B 19-3

July 31, 1919.

My dear Congressman:

With regard to your letter of the 18th of July enclosing a communication from Mr. Harry E. Davis of Cleveland, Ohio, this matter was previously taken up with the Director General by Mr. Davis through the Secretary of Labor. Prior to and at the beginning of Federal control it seems that the practice mentioned was being followed at the instance of some railroads but it has since been terminated.

Very sincerely yours,

Brice Clagett.

Hon. H. I. Emerson,
House of Representatives,
Washington, D. C.

MBC/CM

THE NATIONAL ARCHIVES OF THE UNITED STATES

F[illegible]18

FILE NO.

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT:

July 30, 1919,

File

MEMORANDUM Mr. Clagett:

Referring to your memorandum of July 28th, which is returned herewith, together with your enclosures, concerning the use of prepaid orders in the South.

I am enclosing circular No. 709, issued July 8th, by Chairman Burt of the Eastern Passenger Traffic Committee also circular letter No. 984, issued by Chairman Craig of the Southern Committee, under date of July 18th.

You will note that Mr. Craig's letter to the Southern Railroads makes the effective date, August 1st, stating that it will be necessary for the carriers in the South to prepare and distribute supplies of prepaid ticket orders, the Southern roads having discontinued the practice of issuing such orders two or three years ago.

The lines in the Eastern territory, for example, have been, since Chairman Burt's circular, drawing prepaid orders on Southern Railroads and Chairman Craig has issued instructions to those roads that any orders drawn on them shall be honored whether presented prior to August 1st or not.

The situation seems to be in very good shape and I see no objection to the Director General's signing the letter which was drafted by Mr. Thelen in reply to Congressman Emerson. If thought desirable, Mr. Emerson can be advised that, while August 1st has been fixed as the definite date for the complete resumption of the use of prepaid orders, yet, in the meantime, instructions have already been given and are being followed that any of the orders drawn on the Southern railroads shall be honored.

Gerrit Fort.

1.

THE NATIONAL ARCHIVES OF THE UNITED STATES

G-18

FILE NO. 36646

Office of the Director General of Railroads

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

July 14, 1919

JUL 15 1919

SUBJECT: Transportation of negro soldiers on June 11, 1919 from Chattanooga, Tenn., to Hattiesburg, Miss., in standard Pullman cars.

MEMORANDUM for Mr. Clagett:

In response to your memorandum of the 21st ultimo, asking that the above entitled matter be investigated and that you be advised, I transmit herewith, with return of file, copy of statement of Pullman conductor N. S. Narrimore, which statement was transmitted by Federal Manager E. H. Coapman in response to request by Mr. Lamb.

Max Thelen

Director.

MT/sk

Encl.

Not but to send to Parson's. M Bee

Copy

Statement of Pullman Conductor N.S. Narrimore in Charge of Pullman Sleeping Cars on AGS train No. 1 leaving Chattanooga June sixth.

In loading passengers at Chattanooga for AGS train No. 1, June 11th a negro soldier presented to me a transfer check issued on Government Request by the Pullman conductor arriving Chattanooga on Train No. 41 . As far as I can recall, this transfer check showed that the original Government request for Pullman trasportation read from Alexandria, Va.

At the time the transfer check was presented to me, I was engaged in checking passengers and directing them to their various reservations and assumed that the transfer check presented did not call for more than one berth. I told the negro soldier to board the New York - New Orleans car and that I would take care of him if I possibly could. After leaving Chattanooga I found eleven colored soldiers in the New York - New Orleans car and on inspecting the transfer check found that it called for four lower berths and four upper berths, Chattanooga to Hattiesburg.

Passengers began coming to me as soon as I entered the car and asked me if I would check the negro soldiers in another car and I told them I would if I could. I found on examining diagrams and after checking up car, I would check four of them in Section 12 in the New York - New Orleans car and sent the others to the rear of car and said I would take care of them in the other cars if I could.

After checking the four soldiers in Section 12 and after checking the other passengers in the car, I found seven colored soldiers in the smoking compartment in the New York - New Orleans car. I advised them to go to the colored coach on train until I could finish checking the sleeping cars to see if I could find sufficient space to take care of them. After completing check of sleeping car, I found that I would have two sec-tions after leaving Birmingham in the Cincinnati-New Orleans car, which I assigned for use of the seven colored soldiers. I sent the Pullman porter forward to the colored coach to inform the soldiers of the space they were to occupy but only four of them returned.

After leaving Birmingham the other three traveled through to Hattiesburg in the colored coach.

There was considerable protest and complaint made by the three or four men occupying space in the New York - New Orleans car on account of the four soldiers occupying Section 12. The man occupying Lower 2 and Upper 6 were particularly offended and displeased and endeavored to get all the passengers in the car to sign some kind of a paper which I understand was to be presented to the Railroad Administration. I was informed that one or two passengers declined to sign this paper and informed the man who prepared it that they did not intend to protest against negro soldiers who had served their country riding in the Pullman sleeping car after the Government had issued Government request calling for such accomodations.

There was no complaint raised by white passengers in the Cincinnati-New Orleans car account of the four negro soldiers occupying space in that car from Birmingham to Hattie-sburg. The negro soldiers as far as I observed were well-behaved and created no disturbance or trouble in any respect.

On this date there was one extra sleeping car handled from Chattanooga to Meridian on overflow basis to accomodate the Mobile Baseball Club. This made a total of five sleeping cars to be checked leaving Chattanooga.

Respectfully, (s) N.S. Narrimore,
Conductor

PAT HARRISON
MISSISSIPPI

36646 JUN 25 1919

OFFICE OF DIRECTOR GENERAL OF RAILROADS

United States Senate,
WASHINGTON, D. C.

99311

S. B.

June 19, 1 9 1 9 .

JUN 20 1919

19431

Gen. W. D. Hines,
Director General,
Railroad Administration,
Washington, D. C.

My dear Gen. Hines:-

I enclose you a letter from a conservative constituent of mine and also a clipping from the New Orleans Times Picayune.

I hope that you can give this matter your attention and that something can be done to prevent such occurrences as this.

Very sincerely yours,

Pat Harrison

NEGROES IN SLEEPER AROUSE IRE OF WHITES

Passengers to Protest Southern Road Incident to Rail Heads.

Placing eleven negro soldiers with white passengers in the sleeping car Sewell on train No. 1 over the Southern railway at Chattanooga, Tenn., Wednesday afternoon will result in a strong protest to government and railroad officials. The soldiers were being sent to Hattiesburg, Miss.

A. D. Ramelli, who represented the employes of the New Orleans Naval Station in the recent conferences with Secretary Daniels and other navy officials, and his wife returning from Washington, were on the car. Mr. Ramelli and other white passengers, several of whom were from Texas, protested to the conductor with the result that several of the soldiers were placed in another sleeper. Mr. Ramelli said he refused to allow the berth assigned to him and his wife to be made up.

"The names of the white passengers were taken and I intend to enter a protest," said Mr. Ramelli. "Other passengers on the car will do the same."

Mr. Ramelli said that he found that other naval stations throughout the country have the same trouble as the one here, but was assured sufficient funds will be available after July 1 to resume full operations. The present force will be retained, he said, with a possibility of increases in some of the departments.

EASTMAN, GARDINER & COMPANY
LAUREL, MISSISSIPPI

38267 JUL 12 1919

CHARLES GREEN
VICE PREST. AND GENL MANAGER

6-15-'19.

Dear Pat:-

I enclose a newspaper clipping which is self-explanatory.

Something ought to be done.

My little 12 yr old niece came down just a day ahead of this train.

Yours truly
Charles Green

C. M. BURT, CHAIRMAN
J. P. ANDERSON
J. W. DALY
R. H. WALLACE
C. L. HUNTER, SECRETARY

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

PASSENGER TRAFFIC COMMITTEE
EASTERN TERRITORY
143 LIBERTY STREET
NEW YORK, N. Y.,

July 8, 1919.

Circular No. 709.

SUBJECT: Issuance of Prepaid Orders in connection with business from Southern territory and Texas. (File 1440).

TO PASSENGER TRAFFIC OFFICIALS,
EASTERN RAILROADS.

Gentlemen:-

For some time past it has not been the practice to issue prepaid orders in connection with business from Southern territory and Texas, but it may now be resumed under the same regulations as apply in other territories.

Please advise your passenger representatives and ticket agents accordingly, giving the modified regulations no more publicity than is necessary to make them effective.

Yours truly,

C.M.BURT,

Chairman.

NATIONAL ARCHIVES OF THE UNITED STATES

UNITED STATES RAILROAD ADMINISTRATION
DIRECTOR GENERAL OF RAILROADS

SOUTHERN PASSENGER TRAFFIC COMMITTEE
HEALEY BUILDING
ATLANTA, GEORGIA

W. J. CRAIG, CHAIRMAN
W. A. RUSSELL
W. H. TAYLOE

W. H. HOWARD, SECRETARY

July 18th, 1919.
Please refer to file 434

Circular Letter No. 984

Prepaid Orders

TO THE PASSENGER TRAFFIC OFFICERS
OF CARRIERS UNDER FEDERAL CONTROL -
SOUTHERN TERRITORY AND ASSOCIATE MEMBERS.

Gentlemen:-

It has been decided that prepaid ticket orders will be issued and honored in Southern Territory on the lines of carriers under Federal control.

Circular of instructions which will not be filed with the Interstate Commerce Commission is in the hands of the printer and will be issued promptly effective August 1st, 1919.

It will be necessary for carriers to prepare and place in the hands of their agents supply of prepaid ticket orders.

The form of order is shown in the circular, advance copy of which is handed you herewith, and you should order your supplies at once.

Advise by telegraph number of copies of the circular that you will require for distribution on your line.

Yours very truly,

SOUTHERN PASSENGER TRAFFIC COMMITTEE,

BY W. J. Craig
Chairman.
Stewart

JWS-k

Enclosure

THE NATIONAL ARCHIVES OF THE UNITED STATES

UNITED STATES RAILROAD ADMINISTRATION

Director General of Railroads.

Southern Territory

PROOF—7-18-1919

CIRCULAR No. [redacted].

Write or stamp here

date received.

Prepaid Ticket Orders.

ISSUING CARRIERS.

This tariff is published by C. D. Wayne, Agent, for and on behalf of each of the following initial carriers under appointment Notice No. 1, dated October 22, 1918, issued by Edwards Chambers, Director, Division of Traffic, United States Railroad Administration.

Alabama & Vicksburg Railway.
Alabama Great Southern Railroad.
Ashland Coal & Iron Railway.
Atlanta & West Point Railroad.
Atlanta, Birmingham & Atlantic Railway.
Atlantic & Yadkin Railway.
Atlantic Coast Line Railroad.
Augusta Southern Railroad.
Baltimore & Ohio Railroad (Valley Branch).
Baltimore Steam Packet Line.
Bennettsville & Cheraw Railroad.
Birmingham & Northwestern Railway.
Black Mountain Railway.
Blue Ridge Railway.
Carolina & Northwestern Railway.
Carolina & Tennessee Southern Railway.
Carolina Railroad.
Carolina, Clinchfield & Ohio Railway.
Carolina, Clinchfield & Ohio Railway of S. C.
Central of Georgia Railway.
Charleston & Western Carolina Railway.
Chesapeake & Ohio Railway.
Chesapeake Steamship Line.
Chesterfield & Lancaster Railroad.
Chicago, Memphis & Gulf Railroad.
Cincinnati, New Orleans & Texas Pacific Railroad.
Danville & Western Railway.
Durham & Southern Railroad.
East Carolina Railway.
Fernwood & Gulf Railroad.
Florida East Coast Railway.
Frankfort & Cincinnati Railway.
Gainesville Midland Railroad.
Georgia & Florida Railway.
Georgia, Florida & Alabama Railway.
Georgia Northern Railway.
Georgia Railroad.
Georgia Southern & Florida Railway.
Gulf & Ship Island Railroad.
Gulf, Mobile & Northern Railroad.
Harriman & Northeastern Railroad.
Hartwell Railway.
Hawkinsville & Florida Southern Railroad.
High Point, Randleman, Asheboro Southern Railroad.
Illinois Central Railroad (Southern Lines).
Kinston-Carolina Railway.
Lawrenceville Branch Railway.
Long Fork Railway.
Louisville & Nashville Railroad.
Louisville & Wadley Railroad.
Louisville, Henderson & St. Louis Railway.
Macon, Dublin & Savannah Railroad.
Maxton, Alma & Southbound Railroad.
Meridian & Memphis Railway.
Mississippi Central Railroad.
Mobile & Ohio Railroad.
Nashville, Chattanooga & St. Louis Railway.
New Orleans & Northeastern Railroad.
New Orleans Great Northern Railroad.
New River, Holston & Western Railroad.
Norfolk & Western Railway.
Norfolk Southern Railroad.
Northern Alabama Railway.
Old Dominion Steamship Line.
Ocean Steamship Line.
Piedmont & Northern Railway.
Raleigh & Charleston Railroad.
Richmond, Fredericksburg & Potomac Railroad.
St. Louis-San Francisco Railway (East of Mississippi River).
Sandy Valley & Elkhorn Railway.
Savannah & Atlanta Railway.
Seaboard Air Line Railway.
Southern Railway.
Southern Railway in Mississippi.
South Georgia Railway.
Tallulah Falls Railway.
Tampa Northern Railroad.
Tampa Southern Railroad.
Tennessee Central Railroad.
Tennessee Western Railroad.
Valdosta, Moultrie & Western Railroad.
Virginia Blue Ridge Railway.
Virginia-Carolina Railway.
Virginian Railway.
Wadley Southern Railway.
Washington & Vandemere Railroad.
Washington Southern Railway.
Western & Atlantic Railroad.
Western Railway of Alabama.
Williamson & Pond Creek Railroad.
Winston-Salem Southbound Railway.
Wrightsvile & Tennille Railroad.
Yadkin Raiload.
Yazoo & Mississippi Valley Railroad.

THE NATIONAL ARCHIVES OF THE UNITED STATES

ISSUED JULY [redacted], 1919. **EFFECTIVE AUGUST 1, 1919.**

ISSUED BY

C. D. WAYNE, Agent,

ATLANTA, GA.

15062—(3000) Piedmont Printing Co., Atlanta, Ga.

RULES AND REGULATIONS.

Section 1.

(a) **PREPAID ORDERS**, limited to not more than two months, may be sold for delivery of railroad or steamship tickets between local or interline points on carriers under Federal control, and between points on or reached via carriers not under Federal Control; and for sleeping or parlor car tickets where such cars are operated, on payment of tariff fare and war tax.

(b) In connection with transportation, Prepaid Order may include delivery of cash for amount not to exceed fifty per cent of the value of each passage ticket but in no case for more than $25.00 per ticket.

(c) Agent will deliver Prepaid Order to Purchaser and request him or her to forward it to the passenger for presentation to the Ticket Agent on whom drawn, who will, on identification, take up the Order and issue in exchange ticket or tickets bearing tariff limit and conditions, and cash, if specified on Order.

(d) The name and address of the depositor should be indorsed on back or face of Agent's stub of Prepaid Order and the "Advice to Auditor" should be forwarded to the Auditor on date of issue.

Section 2.

(a) **EMERGENCY DELIVERIES:** In emergencies, Prepaid Orders for delivery of tickets, and for cash in connection therewith, as per limitations in section 1-(b), may be transmitted by telegraph or telephone. When it is possible to forward such messages over wires of Federal controlled roads, no additional charge will be made for telegraph or telephone service, but if commercial wires are used all telegraph or telephone charges must be paid by depositor.

(b) **Receipts.** Form P. P. O. (as per sample on page 5) which is a waiver of liability, must be issued to depositor in every case where delivery is arranged by telegraph or telephone.

(c) If prepaid delivery is to be made at a point on another line, the Agent accepting deposit shall telegraph or telephone to his General Passenger Agent or other proper officer of the Passenger Department to arrange delivery, and shall confirm the transaction immediately by forwarding prepaid order to the General Passenger Agent or other proper officer of the Passenger Department and "Advice to Auditor" to the Auditor.

(d) If prepaid delivery is to be made at a point on the line of Issuing Railroad, the telegram or telephone message should be sent direct to delivering agent. In this case, the Agent accepting deposit shall confirm transaction immediately by forwarding prepaid order to the delivering agent and "Advice to Auditor" to the Auditor.

(e) In both cases, the Order and "Advice to Auditor" should be indorsed "Confirming telegraph order of ..... 19...." or "Confirming telephone order of ..... 19...."

(f) The full name and complete address of person to whom ticket is to be delivered must be given.

(g) The name and address of depositor should be taken and his or her attention should be called to desirability of advising the passenger by telegram or by letter to call on the agent for ticket, and such letter or telegram may be used for indentification.

Section 3.

HOLIDAYS, SUNDAYS OR AT NIGHT: (Each road shall make special arrangements for diverting from City Offices to Depot Offices, Prepaid Orders received on Sundays, holidays or at night).

Section 4.

CAUTION: Deposits must not be accepted for Prepaid Orders in violation of such laws as the White Slave Traffic Act, Chinese Exclusion Act and other Immigration Laws: For example, the transportation of women for immoral purposes; for persons coming into the United States without sufficient money; for contract laborers, etc. In cases of doubt, the question should be referred to the General Passenger Agent or other proper officer of the Passenger Department.

Section 5:

(a) **FARES:** When agent has no tariff showing fare from point of delivery to destination, the fare should be obtained from the General Passenger Agent, or other proper official of the Passenger Department.

(b) When there is doubt as to correct fare and lack of time to consult the General Passenger Agent, or other proper officer of the Passenger Department, sufficient money shall be collected to safeguard the transaction, with the understanding that any overcollection will be refunded.

(c) In accepting deposits for Prepaid Orders for season tickets, such as Summer Tourist, Winter Tourist, and ticket via Steamship Lines, the limit should be set to insure presentation of Order during period such fares are in effect.

(d) If amount shown on Prepaid Order is an undercollection and holder is unwilling to pay the difference, including war tax, Agent should consult with the General Passenger Agent, or other proper officer of the Passenger Department before accepting order.

RULES AND REGULATIONS—Continued.

Section 6.

(a) **HONORING PREPAID ORDERS:** On reasonable identification of passenger, agents will honor, within limit, Prepaid Orders properly stamped, bearing no evidence of alteration or erasure, provided the amount collected as shown on Order is sufficient. The form and number of ticket issued and the date should be entered in spaces assigned on back of Order, and if cash is furnished the amount should be shown and the receipt of passenger secured. On emergency orders received by telegraph or telephone, reasonable identification should be required. Receipt from passenger for ticket (showing form and number) and cash, if any, furnished should be secured on the back of telegraph or telephone memorandum, or on other form, if provided.

(b) Prepaid orders of Express Companies and Tourist agencies should not be honored.

(c) Tickets issued on Prepaid Orders should be limited and indorsed in accordance with tariff regulations, and should also be indorsed on contract and each coupon "P P O".

(d) When agent is unable to furnish interline ticket and there is not sufficient time to obtain ticket, Prepaid Order should be indorsed "Proper ticket not in stock" and Order should be honored on train to first intermediate coupon ticket station at which it may be conveniently exchanged for ticket reading from starting point shown on prepaid order.

Section 7.

(a) **REDEMPTION AND CANCELLATION:** If prepaid order is surrendered to selling agent **within thirty days** from date of sale as stamped on order, the amount deposited may be refunded. If order is presented for redemption **after thirty days** from date of sale, it should be forwarded to the General Passenger Agent.

(b) Amounts deposited for emergency prepaid orders, placed by telegraph or telephone, should not be refunded until advice has been received acknowledging cancellation of order by delivering agent, and receipt, form P P O is surrendered by depositor. All charges for use of commercial telegraph lines or telephones should be deducted before refund in made.

Section 8.

ACCOUNTING. Prepaid orders will be reported and credit taken for refunds in accordance with instructions from the Auditor.

Section 9.

(a) **GENERAL INSTRUCTIONS:** Prepaid orders as per sample shown on pages 6 and 7 will be issued as follows. The original to be given to passenger, will be on White Association Safety Paper, the duplicate "Advice to Auditor" on pink paper, the "Agent's stub" on yellow paper, the receipt on white paper to be put up in pads in the order given and to bear same form and consecutive number. Carbon paper will be used and orders may be made out with typewriter or indelible pencil; otherwise the original order must be filled in with pen and ink and the "Advice to Auditor" and "Agents Stub" may be filled in with pencil and carbon. The original duplicate and triplicate must be stamped on back with station dating stamp.

(b) The kind of ticket must be plainly shown, such as "Half", "Summer Tourist", "Winter Tourist", etc. The amount of cash to be delivered should be plainly shown on line provided for that purpose and the total amount collected should be shown in space prefixed "Amount Collected". The specific amounts for railroad ticket, sleeping car, war tax and cash should be shown as separate items in spaces assigned. A line should be drawn through the spaces not required.

(c) Agents must not arrange to forward baggage checks or to place tickets, baggage checks or cash in hands of conductors.

(d) Deposits must not be accepted for delivery of tickets for transportation of children who cannot safely travel alone, or who have not the consent of parent or guardian or who are not provided with sufficient money to pay for meals en route.

(e) Instructions in War Revenue Tax Circular should be observed in collecting tax for passage tickets and for sleeping car tickets; also the requirements for Revenue Stamps in connection with tickets via Steamer Line.

THE NATIONAL ARCHIVES OF THE BAHAMAS

United States Railroad Administration.

NORTH AND SOUTH RAILROAD

Receipt for Prepaid Delivery

In requesting the service contemplated by the order issued in connection herewith, the holder waives all liability, and claim for any damage that may be caused by anything done or omitted pertaining thereto.

Received from.....

$..... for delivery of ..... tickets

To.....
(Name)

From.....

To.....

Via.....

.....

.....

.....

.....Agent

Agent will stamp on back.

Form P. P. O.

(ORIGINAL)

(Face of Order)

United States Railroad Administration.

NORTH & SOUTH RAILROAD

Ticket Agent.....R. R.

At.....

Deliver.....
(Name)

.....Ticket(s)
(Number and Kind)

From.....

To.....

Via.....
(Roads and Junction Points)

.....

Sleeping
Car Space.....

From.....

To.....

And.....Cash
(Dollars and Cents)

Amount Collected $.....

For R.R.Tkt.	Slpg.Car	Tax	Cash
$.....	$.....	$.....	$.....

Not good after.....19...

Form
P.P.O.

John Doe,
Gen'l. Pass. Agent,
Washington, D. C.

(Back of Order)

.....19...

Received on this order.....

.....Class Tickets

Form..... No.....

Form..... No.....

Form..... No.....

$.....Cash

.....

.....

Signature of
Passenger.....

Witness.....

Agent of.....R. R.

When cash is furnished in connection with tickets, Agent honoring order must obtain passenger's signature in space provided above, but this need not be done when no cash is furnished. A description of the tickets furnished, however, must be given in all cases.

(Duplicate)

Advice to Auditor

NORTH & SOUTH RAILROAD

Drawn on
Ticket Agent.....R. R.

At.....

Deliver.....
(Name)

.....Ticket(s)
(Number and Kind)

From.....

To.....

Via.....
(Roads and Junction Points)

Sleeping
Car Space.....

From.....

To.....

And.....Cash
(Dollars and Cents)

Amount Collected $.....

For R.R.Tkt.	Slpg.Car	Tax	Cash
$.....	$.....	$.....	$.....

Not good after.....19...

Form P. P. O.

(Triplicate)

Agent's Stub

NORTH & SOUTH RAILROAD

Drawn on
Ticket Agent.....R. R.

At.....

Deliver.....
(Name)

.....Ticket(s)
(Number and Kind)

From.....

To.....

Via.....
(Roads and Junction Points)

.....

Sleeping
Car Space.....

From.....

To.....

And.....Cash
(Dollars and Cents)

Amount Collected $.....

For R.R.Tkt.	Slpg.Car	Tax	Cash
$.....	$.....	$.....	$.....

Not good after.....19...

Form P. P. O.

Form G-19

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

FILE NO.

SUBJECT:

July 28, 1919.

MEMORANDUM

Mr. Chambers:

The matter of selling prepaid tickets for colored people traveling from the South to the North has previously been taken up with you. The Director General has been informed that this practice has now been stopped. From the accompanying papers, it would appear that it is not to be stopped until August 1st. I wonder if you will let me have the facts for the Director General's benefit. I wonder if you will also let me have a copy of the circular which appears to have been issued by the Passenger Traffic Committees on this question.

M. B. Clagett.

MBC/M

To Mr. Ford

DIVISION OF TRAFFIC
JUL 29 1919
U. S. Railroad Administration

Form [illegible]-18

FILE NO.

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT: PREPAID ORDERS FOR PASSENGER TICKETS

July 28,1919.

MEMORANDUM for the Director General:

Mr. Harry E. Davis, an attorney of Cleveland, wrote to Congressman H. I. Emerson with reference to refusal to sell prepaid tickets in Cleveland from places in the South to northern points. I referred the matter to Mr.Thelen to draft a suitable reply to Congressman Emerson for your signature.

The draft is attached hereto; also memorandum from Mr.Thelen.

The letter advises Mr.Emerson that effective Aug. 1,1919, there will hereafter be no prohibition with reference to the issue and use of prepaid orders.

I recommend that you sign the attached letter.

H.A.T.

W*SG

IN REPLY PLEASE REFER TO FILE

Form 1-18

FILE NO. 35131

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

July 25, 1919

SUBJECT: Prepaid orders for passenger tickets.

MEMORANDUM for Mr. Taylor:

In response to your memorandum of the 22nd instant, I have prepared and submit herewith draft of letter to Congressman H. I. Emerson of Ohio for the signature of Mr. Hines, in the above entitled matter.

On July 7, 1919, instructions were issued by Mr. Fort to the Chairmen of the Eastern, Western and Southern Passenger Traffic Committees advising them that the territorial prohibitions with reference to the issue of prepaid orders had been withdrawn.

On July 8, 1919, the Eastern Passenger Traffic Committee issued its Circular No. 709 making these instructions effective.

On July 18, 1919, the Southern Passenger Traffic Committee issued its Circular Letter No. 984 making these instructions effective on August 1, 1919.

These instructions will fully satisfy the complaint of Mr. Harry E. Davis.

I return herewith the letter from Mr. Davis to Congressman Emerson, dated July 18, 1919, which letter is to be returned to Congressman Emerson.

Max Thelen

Director.

MT/sk
Encl.

Office of the Director General of Railroads

JUL 25 1919

UNITED STATES RAILROAD ADMINISTRATION

WALKER D. HINES, DIRECTOR GENERAL OF RAILROADS

WASHINGTON

July 1919.

Hon. H. I. Emerson,
House of Representatives,
Washington, D.C.

My dear Mr. Emerson:

I have before me letter dated July 18, 1919 from Mr. Harry E. Davis of Cleveland, Ohio, to yourself, which letter was thereafter referred by you to me.

Please be advised that instructions have been given so that there will hereafter be no territorial prohibition with reference to the issue and use of prepaid orders. The railroad lines affected have been notified accordingly. These instructions will be effective on August 1, 1919.

I am returning Mr. Davis' letter to you.

Sincerely yours,

See Mr. Clagett's letter.

Form G-18

FILE NO.

file

UNITED STATES RAILROAD ADMINISTRATION

W. G. McADOO, DIRECTOR GENERAL OF RAILROADS

SUBJECT:

July 24, 1919

P19-3

MEMORANDUM

Mr. Hines:

I thought I should call your attention to the accompanying Resolution introduced in the House by Congressman Emerson with regard to prepayment of tickets for colored people from the South to the North. Of course the object sought to be achieved by Mr. Emerson's Resolution has already been achieved by the voluntary act of the Railroad Administration. My own thought is that it is unnecessary to let Mr. Emerson know the situtuation, since if he ever presses his Resolution for consideration, which I doubt, he will learn the facts.

M. B. Clagett.

MBC/M

Clerk of Cattee will notify
M Sec
7-28-19

NATIONAL ARCHIVES OF THE UNITED STATES

66TH CONGRESS,
1ST SESSION.

H. J. RES. 153.

105322

OFFICE OF
DIRECTOR GENERAL
OF RAILROADS

IN THE HOUSE OF REPRESENTATIVES.

JULY 21, 1919.

JUL 23 1919

Mr. EMERSON introduced the following joint resolution; which was referred to the Committee on Interstate and Foreign Commerce and ordered to be printed.

JOINT RESOLUTION

Directing the Railroad Administration to abrogate the rule against prepaid tickets.

Resolved by the Senate and House of Representatives of the United States of America in Congress assembled, That the United States Railroad Administration is hereby authorized and directed to abrogate the rule now in vogue discriminating against colored people in the matter of selling prepaid tickets from places in the southern part of the United States to places in the northern part of the United States.

105724

Main 220
Central 266

Harry E. Davis
ATTORNEY AT LAW
202-6 ENGINEERS BUILDING
CLEVELAND, OHIO

P 1 9-3

OFFICE OF DIRECTOR GENERAL OF RAILROADS
JUL 26 1919

JUL 25 1919

The Honorable H. I. Emerson,
House of Representatives,
Washington, D. C.

Kindly advise
H I Emerson

Dear Sir:-

I have your letter of the 21st regarding the prepaid ticket matter, and am glad to know you contemplate on taking some active step with reference to the matter.

I have heard from a different source that this rule had been abrogated recently and would like to know if you can verify it.

Very truly yours,

HARRY E. DAVIS.

HED:DA

COPY OF MEMORANDUM ON FILE G1-1

P19-3

July 23, 1919

H.

MEMORANDUM FOR MR. CLAGETT:

I beg to hand you herewith copy of the following bills:

H. J. Res. 153. directing the Railroad Administration to abrogate the rule against prepaid tickets.

H. R. 7630, to punish theft of motor vehicles.

H. R. 7660, to protect coastwise trade of the United States.

E. MARVIN UNDERWOOD

Copy for file M14-10
P19-3
T22-3

IN RE PREPAID ORDERS FOR TICKETS.

8 19-3

July 22,1919.

for Mr.Thelen:

Please note the attached letter from attorney Harry E. Davis, of Cleveland, addressed to Congressman H. I. Emerson, which has been referred by the latter to the R.R.Administration.

I understood that the rule permitting this discrimination had, at your recommendation and that of Mr.Chambers, been withdrawn.

Attorney Davis wrote some time ago to the Secretary of the Department of Labor on this matter and the Director General advised Secretary Wilson that the practice terminated some time previous to the receipt of his letter.

Will you kindly draft a suitable reply from the Director General to Congressman Emerson. From this letter it appears that your Division has already notified him that the matter would be given careful investigation.

H.A.T.

W*SG

F
13

Main 220
Central 266

Harry E. Davis
ATTORNEY AT LAW
202-6 ENGINEERS BUILDING
CLEVELAND, OHIO

P14-3

104991

July 18, 1919.

Referred to Railroad Administration
H. I. Emerson
JUL 21 1919

The Honorable H. I. Emerson,
House of Representatives,
Washington, D. C.

Dear Sir:-

Last month I had some correspondence with you with reference to discrimination in the selling of prepaid tickets in Cleveland from places in the South to Northern points.

I also received the response which the U. S. Railroad Administration gave you in reply to your letter. It is not our purpose to let a matter like this drop, and we do not think it is any answer to simply say that the Railroad Administration found this condition existing and simply did not change it.

We feel that the rule should be abrogated at once, and we trust you will again take the matter up with them and see whether the Division of Public Service has done anything further since they promised you that it would be given careful investigation.

Very truly yours,

Harry E. Davis

HED:DA

P19-3

July 15, 1919

Mr. Chambers:

In view of our recent discussion, I thought I should call your attention to the accompanying copy of letter received by the Director General from Secretary of Labor, Wilson.

M. B. Clagett.

MBC/M

File

Form G-19

FILE NO.

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT:

July 15, 1919.

MEMORANDUM Mr. Hines:

Here is a letter from Secretary Wilson of the Labor Department, quoting a protest from an attorney regarding the refusal of a ticket agent at Cleveland, Ohio, to sell a ticket which was to be sent to a Negro woman at Madison, Ala. to travel from Alabama to Cleveland. The practice complained of has now been remedied, but I am calling this particular case to the attention of Mr. Chambers with whom, at your direction, I discussed the matter verbally. I also attach letter for your signature to Mr. Wilson.

M. B. Clagett.

MBC/M

UNITED STATES RAILROAD ADMINISTRATION

WALKER D. HINES, DIRECTOR GENERAL OF RAILROADS

WASHINGTON

July 15, 1919.

My dear Mr. Secretary:

I have your letter of the 9th of July quoting from a letter sent you by Mr. Harry E. Davis of Cleveland, Ohio. ~~The practice mentioned was put into effect a number of years ago, and prior to Federal control, but~~ was terminated sometime previous to the receipt of your letter.

Sincerely yours,

Walker D. Hines

Hon. W. B. Wilson,
Secretary of Labor,
Washington, D. C.

Prior to and at ~~at~~ the beginning of Federal control it seems that ~~some~~ ~~such~~ ~~there~~ ~~was a~~ practice mentioned was being followed at the instance of some railroads, but it

In reply refer to
O. C. S.

WAR DEPARTMENT.

WASHINGTON.

File

P19-3 103318

OFFICE OF
DIRECTOR GENERAL
OF RAILROADS

July 10, 1919.

JUL 12 1919

Honorable Walker D. Hines,
Director General of Railroads,
Washington, D. C.

My dear Mr. Hines:

I beg to advise you that your letter of July 1st, with enclosures from Mr. L. S. Taylor and Mr. J. H. Hessell, referring to the alleged action of one Captain P.W. Darrington in threatening a group of negroes because of their presence in a Pullman car, has been received.

This matter is being investigated and as requested by you, steps will be taken to prevent any recurrence of such offensive conduct on the part of this officer.

Very truly yours,

NEWTON D. BAKER
Secretary of War.

Noted

103514

P19-3

OFFICE OF DIRECTOR GENERAL OF RAILROADS

DEPARTMENT OF LABOR

OFFICE OF THE SECRETARY

WASHINGTON

July 9, 1919.

JUL 14 1919

Honorable Walker D. Hines
Director General
U.S. Railroad Administration
Washington, D.C.

My dear Mr. Hines:

Attorney Harry E. Davis of Cleveland, Ohio, has made complaint to my office as follows:

"I have just had called to my attention, a matter which I believe concerns your department. Rev. H.C. Bailey, pastor of the Antioch Baptist Church of this city, today applied to the U.S. Railway Administration for a ticket from Madison, Alabama to Cleveland. He desired to send this ticket to his daughter, Mrs. Lottie R. Beadle at Madison, Alabama, so she could return to Cleveland which was her former residence.

"The clerk at the ticket office absolutely refused to sell Rev. Bailey such a ticket, claiming that the Director General had issued an order stopping that practice on the ground that it is ailing colored labor to emigrate from the South.

"Mrs. Beadle is not a working woman and is returning home because of the death of her husband. While in Cleveland she taught in the public schools here. This information was given to the ticket agent, but he absolutely refused to sell a ticket."

Will you kindly give this complaint attention and inform me of such action as you take?

Yours very truly,

W B Wilson

Secretary.

C

Form [illegible]-18

FILE NO.

File

UNITED STATES RAILROAD ADMINISTRATION

W. G. McADOO, DIRECTOR GENERAL OF RAILROADS

SUBJECT: IN RE PREPAID ORDERS FOR TICKETS

879-3

July 3,1919.

MEMORANDUM for the Director General:

I attach herewith papers inregard to general rule now in effect on roads under Federal control that prepaid orders for tickets may be sold except for movement from the South to the North, the exception having been put into effect some years ago at the request of the Southern lines.

Mr.Thelen and Mr.Chambers both recommend that this exception be withdrawn.

Mr.Fort points out that there will be criticism of the withdrawal, because it will facilitate withdrawal of negroes from the South and their concentration in some Northern cities.

It seems to me the privilege ought to be uniform under Federal control.

I attach memorandum to Mr.Chambers in case you wish to issue instructions to abrogate the rule.

WGM

T*SG

National Archives of the United States

IN RE PREPAID ORDERS FOR TICKETS.

July 3,1919.

for Mr. Chambers:

Assuming that there is no reason connected with the operation of the railroads sufficient to justify the present exception to arrangements for prepaid orders, which prohibits their being obtained from South to North, the exception should be terminated on lines under Federal control.

W.D.H.

T.SG

Trasnmitted for approval.

S.M.G.

Form [redacted]18

Office of the Director General of Railroads

FILE NO.

P19-3

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT:

July 3, 1919

JUL 3 1919

MEMORANDUM for Mr. Hines.

I am returning you file of correspondence which came to me with your letter June 28th, on alleged discrimination in refusing to sell at Northern points prepaid ticket orders from points in the South.

There is a general rule in effect with all railroads under Federal control that prepaid orders for tickets may be sold except for movement from the South to the North. This exception was put into effect some years ago on request of the Southern lines. Please note Mr. Fort's memorandum next attached. I have held up the instructions to reinstate the arrangement from the north to the South until you have approved. My own judgment is that we should have no exception. It is just an annoyance without prohibiting the movement but little. If for any cause an industry or person desires to pay the fare of colored people from the South to the North if it can't be done through the railroad agency they will find some other way of doing it. Our refusal to do it from South to North and having it effective in all other sections and directions is a clear discrimination. Seems to me we have an absolute defense in the position that continuing the rule as it is today will be discrimination.

Edward Chambers

THE NATIONAL ARCHIVES OF THE UNITED STATES

....Memorandum....

DIVISION OF TRAFFIC
JUL 2 1919
U. S. Railroad Administration

Mr. Chambers:

Referring to question of restoring in the South-East the arrangement for honoring prepaid orders drawn by lines in the North.

In the understanding that you desire this action taken, I am today advising Chairman Craig, of the Southern Passenger Committee, accordingly, but I am sure this is going to get us in a good deal of trouble in that section of the country and I am not at all sure that it will not be an unpopular measure in cities like Chicago where the negro problem is now becoming a serious one. As you perhaps know, the Southern negroes have located in Chicago to such an extent as to make the housing problem a difficult one. I have advised Mr. Craig to handle the matter quietly and to avoid publicity as far as possible. If the Southern newspapers get hold of the matter, I am reasonably certain that there will be a good deal of pressure brought to bear on the Administration to take the prepaid orders out again.

I am not saying this with the idea of advocating any change in the opinion of yourself and Mr. Thelen, because I believe the action we are taking is right, but it will certainly be unpopular.

I have made no acknowledgement of Mr. Shillady's letter to the Director General, which was referred to Mr. Thelen, and would suggest that if Mr. Thelen informs Mr. Shillady that prepaid orders will hereafter be honored, he suggest to Mr. Shillady that the arrangement be given no publicity.

Gerrit Fort.

THE NATIONAL ARCHIVES OF THE UNITED STATES

Washington,
July 2, 1919.
Encl:

P 19-3

July 1, 1919.

My dear Mr. Secretary:

I am forwarding you herewith, for whatever action you may deem proper, a letter addressed to Mr. W. T. Tyler, Director, Division of Operation, U. S. Railroad Administration, by Mr. L. S. Taylor, Federal Manager, Pullman Car Lines, and a letter addressed to Mr. J. F. Mitchell, District Superintendent, Pullman Car Lines, by Mr. J. H. Hessell, Conductor in the employ of the Pullman Car Lines, both referring to the alleged action of a Captain in the Army, whose name is said to be P. W. Darrington, in threatening a group of Negroes because of their presence in a Pullman car in which the Captain was also a passenger.

It is to be presumed that Captain Darrington may have occasion to do additional traveling as an officer of the United States Army, and if so and if the statements made about him are true, it is highly desirable that he shall be so instructed as to preclude his further misuse of his authority in the direction indicated.

Very sincerely yours,

W. D. B. Gile

Hon. Newton D. Baker,
Secretary of War,
Washington, D. C.

MBC/M

Form C

FILE NO.

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT:

MEMORANDUM for Mr. Hines;

Herewith is a memorandum from Mr. Tyler transmitting a letter from Federal Manager L. S. Taylor of the Pullman Car Lines enclosing a letter from a Pullman conductor giving details of an incident in which an Army Captain, whose name is given as P. W. Darrington, in charge of a small corps of soldiers, boarded a train en route St. Louis to New York, and upon discovering the presence of some negroes in the Pullman car ordered the negroes out, saying that if they did not get out he would use his Colt 44 on them.

The Pullman conductor, in order to avoid trouble, gave the negroes accommodations in a drawing room.

Mr. Taylor seems to anticipate a suit from the negroes as a result and suggests that the proper official be notified so that the necessary action may be taken in connection with the Army officer involved.

It seems to me that the only thing we can do is to transfer the papers in the case to the Secretary of War for whatever action he may deem proper. There appears to be no question but that the negroes were within their rights on the car in question.

M. B. C.

file

Washington
7-1-19-cf.

Judge
what do you think
of the chance
W.H.
7-1-19

UNITED STATES RAILROAD ADMINISTRATION

WALKER D. HINES, DIRECTOR GENERAL OF RAILROADS

WASHINGTON

July 1, 1919.

My dear Mr. Secretary;

I am forwarding you herewith, for whatever action you may deem proper, a letter addressed to Mr. W. T. Tyler, Director, Division of Operation, U. S. Railroad Administration, by Mr. L. S. Taylor, Federal Manager, Pullman Car Lines, and a letter addressed to Mr. J. F. Mitchell, District Superintendent, Pullman Car Lines, by Mr. J. H. Hessell, Conductor in the employ of the Pullman Car Lines, both referring to the alleged action of a Captain in the Army, whose name is said to be P. W. Darrington, in threatening a group of negroes because of their presence in a Pullman car in which the Captain was also a passenger.

file

Very sincerely yours,

Hon. Newton D. Baker,
Secretary of War,
Washington, D. C.

and I have talked about this matter and he is quite sure

It is to be presumed that Capt Darrington may have occasion to do additional traveling as an officer of the United States Army and if so it is highly desirable that he shall be so instructed as to preclude his further misuse of his authority in the direction

Form G-18

FILE NO.

UNITED STATES RAILROAD ADMINISTRATION

WASHINGTON, DIRECTOR GENERAL OF RAILROADS

SUBJECT:

Washington, June 28, 1919.

MEMORANDUM FOR MR. CLAGETT:

Please see the attached from Mr. Taylor, Federal Manager, Pullman Car Lines, with copy of report from Pullman Conductor Hessell, in regard to the action of an Army Captain named Darrington in forcing colored passengers out of car WHITEPORT, Pennsylvania train No. 26, leaving St. Louis for New York, June 15th.

file

It seems to me this matter ought to be taken up with the Secretary of War at once, and I presume the Director General will wish to do so personally. If, however, you conclude that it may just as well be handled in the ordinary business way return papers and I shall be glad to handle it with the Secretary.

W. T. TYLER.

W.T.T.

ARCHIVES OF THE UNITED STATES

P19-3

Alleged Discrimination in Refusing to Sell at Northern Points Prepaid Tickets from Points in the South

June 28, 1919.

for Mr. Chambers:

Referring to our conversation in the Conference Room on June 23rd, at which time I said I would send you Mr. Thelen's memorandum of the 21st as to alleged discrimination in refusing to sell at Northern Points prepaid tickets from points in the South, and our subsequent telephone conversation in which I advised that Mr. Clagett's office had sent for the memorandum referred to and the same had been delivered to that office;

The papers have now been returned to me, and Mr. Thelen has sent the Director General an additional memorandum, with enclosure, dated June 25th, which is enclosed herewith together with the other papers in this matter which belong in the Director General's file.

I am also sending you Mr. Thelen's file 35131, which should be carefully preserved and returned to him, in order that you may see the previous correspondence which has been had in this matter. I understand from our conversation that you will see this matter is given the necessary attention.

You will note that Mr. Thelen recommends that the Director General abrogate instructions, which he understands to have originated with the Southern roads, providing against the sale of prepaid tickets from South to North in Northern railroad offices.

T*I
Enc.

H. A. T.

Fair

Form G—19.

UNITED STATES RAILROAD ADMINISTRATION

W. G. McADOO, DIRECTOR GENERAL OF RAILROADS

FILE NO.

SUBJECT Purchase at northern points of receipts for tickets to be secured at points in south.

June 27, 1919

Office of the Director General Railroads
JUN 28 1919

MEMORANDUM for Mr. Hines:

In connection with the above matter, you may desire to see the attached clipping from the "Brooklyn (New York) Eagle" of June 14, 1919.

Max Thelen
Director.

MT/sk
Encl.

Form G-19

FILE NO.

36838 JUN 26 1919

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT:

June 26, 1919.

U. S. RAILROAD ADMINISTRATION
RECEIVED
JUN 26 1919
DIVISION OF PUBLIC SERVICE

MEMORANDUM MR. THELEN:

I think that the letter referred to in the accompanying newspaper clipping was referred to you. Will you be good enough to note pencil notation from the Director General to me on this memorandum and let me know what facts are developed?

M.B.C.

M. B. C.

Your office already has entire file

6/26/19 MT

THE SUN, THURSDAY, JUNE 19, 1919.

NEGROES COMPLAIN TO HINES.

Charge He Discriminates Against Race.

Race discrimination by the United States Railroad Administration is charged in a letter sent yesterday to Walker D. Hines, Director-General, by the National Association for the Advancement of Colored People.

The letter charges that a rule originally put in force by the Southern railroads is continued under Government control prohibiting the sale of prepaid tickets to be sent to persons in the South who wish to come North. This rule, the association charges, was made to prevent or hinder the movement of colored labor from the South.

36838 JUN 26 1919

Pls let me know about this in due reason
WDC
6-20-19.

35131

Complaint re race discrimination in refusal to sell transportation by Southern roads

R7.30

June 26, 1919.

P19-3

MR. LEE:

With regard to the accompanying file, what I would like to know particularly is whether Mr. Taylor has acted on the memorandum of Mr. Thelen of June twenty-first to the Director General and if not the memorandum should be sent in to Mr. Taylor for any action that he deems proper. Will you see that this is done?

M.B.C.

M.B.C.ACW:

File, ACW.

COMPLAINT OF NEGROES OF UNJUST TREATMENT, TO MR. HINES.

June 26, 1919.

MR. THELEN:

I think that the letter referred to in the accompanying newspaper clipping was referred to you. Will you be good enough to note pencil notation from the Director General to me on this memorandum and let me know what facts are developed?

M.B.C.

M.B.C.ACW:
File, ACW.

THE EVENING POST, NEW YORK, SATURDAY, JUNE 21, 1919.

RAILWAY RULE CONDEMNED.

Government Is Charged With Discrimination Against Negroes.

A charge of race discrimination against the United States Railroad Administration is contained in a letter sent to Walter D. Hines, Director-General, by the National Association for the Advancement of Colored People. The letter protests against a rule, originally put in force by the Southern railroads and continued during government ownership, prohibiting the sale of prepaid railway tickets to be sent to persons in the South desiring to come North. The letter says:

"The position which the Railway Administration has taken is in effect an affirmation of the ruling originally put forth by the Southern railways to hinder the movement of colored labor from the South to the North. It is true that the ruling is of general application, but the effect of it is discriminatory. We protest against the ruling and ask you to rescind it at once. To continue it in effect is to make yourself and the United States Railway Administration responsible for discrimination agaist colored labor."

THE NATIONAL ARCHIVES OF THE UNITED STATES

Mr. Taylor

I have removed from your conference basket a memorandum from Mr. Thelen to Mr. Hines in re alleged discrimination in refusing to sell at Northern points prepaid tickets from points in the South for transportation of colored people. You have marked on the memo "To be sent to E. C."

Mr. Clagett is handling this matter and asked for this memo.

J. W. D.
File Clerk.

6/25/19

Keep this - file

6/26/19

81

COMPLAINT OF NEGROES OF UNJUST TREATMENT, TO MR. HINES.

June 26, 1919.

MR. THELEN:

I think that the letter referred to in the accompanying newspaper clipping was referred to you. Will you be good enough to note pencil notation from the Director General to me on this memorandum and let me know what facts are developed?

M.B.C.

M.B.C.ACW:
File, ACW.

June 26, 1919.

MR. LEE:

With regard to the accompanying file, what I would like to know particularly is whether Mr. Taylor has acted on the memorandum of Mr. Thelen of June twenty-first to the Director General and if not the memorandum should be sent in to Mr. Taylor for any action that he deems proper. Will you see that this is done?

M.B.C.

M.B.C.ACW:

File, ACW.

F G-18

FILE No. 35131

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT: Alleged discrimination in refusing to sell at Northern points prepaid tickets from points in the South.

June 25, 1919.

MEMORANDUM for Mr. Hines:

Referring further to my memorandum to you dated June 21, 1919 in the above entitled matter, I transmit herewith letter dated June 16, 1919, to yourself, from Mr. John R. Shillady, Secretary of the National Association for the Advancement of Colored People.

North

As you will note the facts of the situation are clearly understood by Mr. Shillady. It occurred to me you might desire to consider this letter in connection with my memorandum.

Max Thelen

Director.

MT*er
encl.

Office of the Director General of Railroads

JUN 25 1919

Mr Hayett
Understand you are handling this
referred me this morning
6/27/19 Max

~~P20-10~~
9

P19-3

June 21, 1919.

My dear Senator Harrison:

In behalf of the Director General, permit me to acknowledge receipt of your letter of the 19th of June, with enclosed letter and newspaper clipping from Mr. Charles Green.

This matter will have prompt attention.

Sincerely yours,

M B C

Hon. Pat Harrison,
U. S. Senate,
Washington.

fol

re. colored people in pullman with white people.

June 21, 1919.

For Mr. Max Thelen, Director, Division of Public Service.

I will be glad if you will advise me as to the result of the investigation of the matter presented by Senator Pat Harrison, whose letter, with enclosures from Mr. Chas. Green, is attached herewith.

The Senator's letter has been formally acknowledged.

M. B. C.

fel

35175 JUN 20 1919

99374 amb

99374

NATIONAL OFFICERS

PRESIDENT
MOORFIELD STOREY

VICE-PRESIDENTS
ARCHIBALD H. GRIMKÉ
REV. JOHN HAYNES HOLMES
BISHOP JOHN HURST
CAPT. ARTHUR B. SPINGARN
OSWALD GARRISON VILLARD

NATIONAL ASSOCIATION FOR THE ADVANCEMENT OF COLORED PEOPLE

70 FIFTH AVENUE, NEW YORK

TELEPHONE CHELSEA 9386

EXECUTIVE OFFICERS

CHAIRMAN OF THE BOARD
MARY WHITE OVINGTON

JOHN R. SHILLADY, SECRETARY
MAJOR J. E. SPINGARN, ACTING TREASURER
DR. W. E. B. DUBOIS, DIRECTOR OF PUBLICATIONS AND RESEARCH
JAMES WELDON JOHNSON, FIELD SECRETARY
WALTER F. WHITE, ASSISTANT SECRETARY

File No. 35131

June 16, 1919.

Hon. Walker D. Hines, Director General,
United States Railroad Administration,
Washington, D. C.

Dear Sir:

JUN 17 1919

In reply to a communication which we addressed to you calling attention to the refusal of a clerk in the United States Railway ticket office at Cleveland, Ohio, to sell a prepaid order for a ticket, the clerk stating that "an order had been issued by the Director General against such practice on the ground that it was encouraging colored labor to come North," Mr. Edward C. Niles of your office forwarded us copy of a letter sent to Senator Warren G. Harding in this connection.

The position which the Railway Administration has taken is in effect an affirmation of the ruling originally put forth by southern railways to hinder the movement of colored labor from the South to the North. It is true that the ruling is of general application, but the effect of it is discriminatory. We protest against the ruling and ask you to rescind it at once. To continue it in effect is to make yourself and the United States Railway Administration responsible for discrimination against colored labor.

Very truly yours,

John R. Shillady

Secretary.

HJS/RR

BROOKLYN N Y EAGLE
JUNE 14, 1919

No Tickets for Negroes

[Railroad Director General Hines is receiving bitter protests from colored people because a negro minister in Cleveland, O., was not permitted to buy a ticket for his daughter to come from Madison, Ala., to Cleveland. He was told an order had been issued against such sales as "encouraging Southern labor to come North."—News.]

Can the Negro escape from old slavery's pinchings?
Can he dodge the poor pay, the oppressions and lynchings?
If so, 'twould be wise, and his hope is aglow;
But the Government railroad men calmly say "No."
There's a Congress in Washington marked "G. O. P.";
The party in power made the colored men free;
Is the fiat of bureaus unchallenged to go?
To the Negro shall ticket men calmly say "No"?

Is it so? Then old methods analogies are—
For the runaway slave had to watch the North Star;
He would have used railroads, in times long ago;
But then, ticket sellers would calmly say "No."

Oh, the right to be free means the right to move out,
Which the Government railroads are daring to doubt;
And the G. O. P. Congress may not be too slow
In making Hines' minions tell why they say, "No."

G-18

FILE No. 35131.

UNITED STATES RAILROAD ADMINISTRATION

W. G. McADOO, DIRECTOR GENERAL OF RAILROADS

P 7

SUBJECT:

June 12, 1919.

MEMORANDUM to Mr. Lee, Office of Mr. Clagett:

Attached is copy of letter sent today to Senator Harding with regard to refusal of clerk at the consolidated ticket office in Cleveland, Ohio, to sell a ticket from a point in Alabama to Cleveland.

I have written to the same effect to Congressman Emerson and to the Secretary of the National Association for the Advancement of Colored People. I am sending this copy thinking that Mr. Clagett may desire to take some notice of the article in the New York Evening Post.

Edward C. Niles,

Assistant to Director of Public Service.

ECN-MK
Encl.

Mr Clagett
Please note
Lee

Noted
WBC
file

Noted
file

THE NATIONAL ARCHIVES OF THE UNITED STATES

COPY

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

WASHINGTON

35131

DIVISION OF PUBLIC SERVICE
MAX THELEN, DIRECTOR

EDWARD C. NILES
ASSISTANT TO DIRECTOR

June 12, 1919.

Hon. Warren G. Harding,
United States Senate,
Washington, D. C.

Dear Sir:

Your letter of June 5 addressed to the Director General, and enclosing letter from Mr. Harry E. Davis, of Cleveland, Ohio, has been referred to this division for attention.

The ground of Mr. Davis' complaint is that a clerk at the consolidated ticket office in Cleveland refused to sell to the Rev. H. C. Bailey a ticket from Madison, Alabama, to Cleveland, Ohio, which he desired to send to his daughter, the clerk stating "that an order had been issued by the Director General against such practice on the ground that it was encouraging colored labor to come north". A careful investigation shows that the refusal of the clerk was based upon a notice given by certain southern lines to the northern roads a year or more before the beginning of federal control to the effect that they would not honor prepaid orders for tickets. The Railroad Administration has taken no action on this subject and the situation in this regard has simply remained unchanged.

The rule is of general application and not restricted to colored persons, but applying to black and white alike. The explanation given by the clerk was simply his own interpretation of the practice and was obviously erroneous, both in the statement or implication that it was restricted in its application to colored persons, and also in the statement that it was based on an order issued by the Director General.

Very truly yours,

Assistant to Director.

ECN-MK

P7

June 9, 1919.

for Mr. ~~Chambers~~ Max Thelen

Herewith are letters from Sen. W. G. Harding and Rep. H. I. Emerson, each enclosing a letter from Harry E. Davis, [redacted] Williamson Bldg., Cleveland, Ohio, in regard to the alleged inability of Rev. H.C. Bailey to purchase a railroad ticket from Madison, Ala., to Cleveland, Ohio, for his daughter, on the ground that an order had been issued by the Director General against such a practice as it would encourage colored labor to come North. Will you please investigate this matter promptly and have replies prepared for my signature, and called to my special attention.

Receipt of these letters has been formally acknowledged.

M. B. C.

fcl-hl

THE NATIONAL ARCHIVES OF THE UNITED STATES

June 9, 1919.

My dear Senator Harding:

In the absence of the Director General, permit me to acknowledge receipt of your letter of the 5th of June, enclosing communication from Mr. Harry E. Davis, 1605 Williamson Bldg., Cleveland, Ohio, regarding the alleged inability of Rev. H. C. Bailey to purchase a ticket from Madison, Ala., to Cleveland, Ohio, for his daughter, and referring to an alleged order prohibiting the sale of such tickets.

I shall be glad to inquire into this matter and advise you promptly as to the facts.

Sincerely yours,

M BC

Hon. Warren G. Harding,
U. S. Senate,
Washington.

fcl-hl

June 9, 1919.

My dear Mr. Emerson:

In the absence of the Director General, I beg to acknowledge receipt of your recent reference of the letter of Mr. Harry E. Davis, 1608 Williamson Bldg., Cleveland, Ohio, relative to alleged inability of Rev. H. C. Bailey, Cleveland, to buy a ticket from Madison, Ala., to Cleveland, Ohio, for his daughter, and referring to an alleged order prohibiting the sale of such tickets for the reason stated in Mr. Davis' letter.

This matter will be promptly looked into, and I shall advise you fully regarding it.

Sincerely yours,

M B C

Hon. H. I. Emerson,
House of Representatives,
Washington.

folhjl

EXTRACT OF MINUTES OF CONFERENCE
MONDAY JUNE 2, 1919.

P19-3

Serving of Negroes in Dining Cars with Whites.

10. The matter of serving negroes in dining cars where whites are also served was brought up for discussion, and some discussion ensued, but no action was taken by the Conference.

P19-3

cy on D2-1

Form C-18

FILE NO.

UNITED STATES RAILROAD ADMINISTRATION

W. G. McADOO, DIRECTOR GENERAL OF RAILROADS

SUBJECT: Passenger accomodations for colored passengers.

Office of the Director General of Railroads
MAR 5

March 4, 1919

MEMORANDUM for Mr. Hines:

I have your memorandum of the 26th ult. in the above entitled matter and shall proceed promptly to familiarize myself with the situation. I shall get into touch with Regional Directors Bush and Winchell and shall advise you further as soon as possible.

Max Thelen
Director.

MT/sk

THE NATIONAL ARCHIVES OF THE UNITED STATES

1020-10

~~C 94~~

P19-3

~~Complaint~~

March 3, 1919.

MR. THELEN:

I am referring to you herewith a letter from Mr. M. W. Dogan for consideration in connection with the petition presented by the colored delegation that called upon him a few days ago, and which petition was referred to you by the Director General.

OSCAR A. PRICE.

[redacted]n G-18

FILE NO. 894 P20-40

UNITED STATES RAILROAD ADMINISTRATION

W. G. McADOO, DIRECTOR GENERAL OF RAILROADS

SUBJECT:

February 26, 1919.

File

MEMORANDUM for Mr. Thelen:

Please note attached memorandum of today from Mr. Oscar A. Price and petition thereto attached dated January 1st from M. M. Rodgers, M. W. Dogan, and J. R. Sheppard, a Committee representing the colored citizens of Texas.

We made the rule early in the Railroad Administration that all complaints on the part of colored citizens as to discrimination in service should be handled by the Director of the Division of Public Service, at least where operating officers were unable to satisfy the complaints fully. Mr. Prouty therefore had occasion to consider a number of these matters. We are exceedingly anxious to remove as far as possible every ground of complaint. I am sure that Mr. Winchell in the Southeastern Region is thoroughly in touch with this situation, and I believe he is handling it well. So far we have heard but little about the difficulties in the Southwest, although much the same conditions must be dealt with there.

I suggest you consider this matter and when you are in St. Louis with me I suggest you make it a point to have a talk with Regional Director Bush on the subject.

W. D. H.

Copy to Mr. Oscar A. Price, for information.

THE NATIONAL ARCHIVES OF THE UNITED STATES

F

~~P 20 10~~

February 26, 1919. P 19-3

FOR THE DIRECTOR GENERAL:

The attached petition was presented today by a delegation of colored citizens of Texas. This delegation was very intelligent and realized the difficulties that would be experienced in putting into effect equal accommodations for the colored passengers on the railroads in the State of Texas. I told them that they had your sympathy in this matter and that when you were Assistant Director General you had issued instructions to the Regional Directors to provide accommodations for the colored passengers in the way of ample space in cars, separate toilets, etc.

They seemed to be very well satisfied with that view and only had one specific complaint, which was that the Texas & Pacific in Louisiana allowed them a full coach, but when the train arrived at Marshall, Texas, they were crowded into half a coach without adequate accommodations. They said that after September, 1918, the Southern Pacific had provided ample accommodations and they had no complaint to make about that road.

O.A.P.

OAP:CJM.

Form G-6

TELEGRAM RECEIVED

2—4870

UNITED STATES RAILROAD ADMINISTRATION

W. G. McADOO, Director General of Railroads

qnha

Atlanta Ga Dec 23-18 Received at Washington, D. C.

lo Hon W G McAdoo, Washn, D. C.

~~11 C. R.Gray, Washn, D. C.~~

~~12 Edw Chambers Washn DC~~

Original W G MCAdoo copies C R Gray, Edward Chambers. A-916. Referring to conversation your meeting here with Federal Managers as to striving colored passengers in dining cars. Arrangements are now in effect on all lines handling such cars in Southern region so that colored passengers can be properly taken care of.

B L Winchell

10p

THE NATIONAL ARCHIVES OF THE UNITED STATES

P240-1

December 24, 1918.

Dear Sir:

You wrote me some time ago about colored passengers being served in dining cars on trains. I am advised by Mr. B. L. Winchell, Regional Director at Atlanta, that in accordance with my direction, arrangements have now been made so that colored passengers can be properly taken care of in dining cars on railroads in the Southern Region.

Very truly yours,

Mr. Ernest T. Atwell,
Food Administration,
Washington, D. C.

AD-2

December 24, 1918.

Dear Mr. Winchell:

I am glad to hear that you have made arrangements for serving colored passengers on dining cars.

Cordially yours,

B. L. Winchell, Esq.,
Regional Director,
Atlanta, Georgia.

P20-10
Gp

December 24, 1918.

Dear Mr. Peabody:

Replying to your letter of December 19th to Director General McAdoo transmitting a letter from Mr. H. K. Caskey, District Secretary of the Y.M.C.A., Newport News, Virginia, in regard to the treatment of colored people by the Southern Railroads. Director General McAdoo at a meeting in Atlanta in November discussed the question of better treatment for colored employees and colored passengers with the Federal Managers of the Southern railroads. They are now engaged in correcting these conditions, and you no doubt realize that it takes time to provide all the changes that are necessary to give them equal treatment with the white passengers. A great many inequalities have been corrected and others are in process of correction. It will take some time to work out the program as outlined by Director General McAdoo to the Federal Managers of these railroads, and I am sure that when it is completed that the colored people of the South will have better treatment than they were ever accorded before.

With kind regards, I am,

Cordially yours,

George Foster Peabody, Esq.,
No. 25 Broad Street,
New York, N. Y.

George Foster Peabody
25 Broad Street
New York City

December 19, 1918.

PERSONAL

Dear Mr. Director General:

I have just received from Dr. William J. Schieffelin, of the War Work Council of the Y.M.C.A., the enclosed letter from the District Secretary respecting the matter concerning which we had some conversation, i. e., the question of cleanliness throughout the South in connection with the stations and the cars which, under the unfortunate state legislation, the colored people are compelled to ride in.

The situation, I am sorry to say, seems to be growing worse, from other reports that come in, and because of that, I venture to enclose to you this letter from an extremely competent man.

I am, with high regards,

Very truly yours,

George Foster Peabody

To
Gon. Wm. G. McAdoo,
Director General of Railroads,
Washington, D.C.

Encl.

WILLIAM SLOANE, CHAIRMAN CLEVELAND H. DODGE, TREASURER JOHN R. MOTT, GENERAL SECRETARY
ASSOCIATE GENERAL SECRETARIES: F. S. BROCKMAN, J. S. TICHENOR, CHAS. R. TOWSON, C. V. HIBBARD

NATIONAL WAR WORK COUNCIL
OF THE
YOUNG MEN'S CHRISTIAN ASSOCIATIONS OF THE UNITED STATES

DEPARTMENT OF THE EAST
HAROLD I. PRATT, CHAIRMAN
H. P. LANSDALE, EXECUTIVE SECRETARY

TIDEWATER DISTRICT
H. K. CASKEY, DISTRICT GENERAL SECRETARY
ROOM 410, FIRST NATIONAL BANK BLDG.
NEWPORT NEWS, VA.

TELEPHONE CONNECTION
THROUGH MILITARY HEADQUARTERS
EMBARKATION 1530, EXTENSION 166

December 16th, 1918

Mr. William J. Schieffelin,
170 Williams St.,
New York, N. Y.

My dear Dr. Schieffelin:

You are intensely interested, I know, in conditions among the colored people and regret with me the restlessness and irritation. Living and working among them as I have done now for months and having frequent conferences with our unusually fine group of colored workers and others, I am convinced that the situation just now in our camps and cities is tense and critical, and only skillful handling can prevent an outbreak at some points.

There is one thing that can be done now that will count more than any other single act, and it could never have been done before the Government took over the control of the railroads. The "Jim Crow" cars are accepted as practically inevitable, but there is no reason why they and station waiting rooms for negroes should not be just as clean as the cars and rooms reserved for white patrons of the road. An order from Mr. McAdoo would do the business. That order should be issued before Christmas. It would simply be telling the roads to do what the law commands them to do, and if put with enough emphasis, would be such a salve to the situation as no other half-dozen acts can possibly be. Isn't it possible to get some action immediately?

A reference to the Committee on Harmony and Delay will inevitably shelve it for too long. The New Year should see the law enforced all through the South, and discharged negro soldiers going home would forget their grouch. I'm not a pessimist, but know conditions and fear trouble. If I can do anything, I am yours to command.

Very sincerely,

H. K. Caskey

H. K. CASKEY,
District Secretary,
Y. M. C. A.

P.S. - Since writing above, I've seen Dr. Gregg. He says it will be brought up at the meeting next Wednesday, and wishes you would speak on it. I wish some one could say "It's done".

P20-10

Saratoga Springs
New York

file

December 27, 1918.

Dear Mr. Price:

Thank you for your kind letter of December 24th in reply to mine of December 19th with which I transmitted a letter to Mr. Caskey in regard to the treatment of colored people by the Southern railroads. I note your word respecting the time it takes to provide all the changes. The Director-General told me some weeks since that he had given these orders some weeks before and he understood the work was progressing in the various stations.

I understand that much of the difficulty is caused by the lack of greater consideration in treatment by the railroad officials, conductors, etc. Does it not seem to you that this difficulty might be greatly alleviated by making public the order directing that facilities shall be equal for all of the people who use the service of the Government? I am sure that there is a strong feeling throughout the South, among Whites as well as Blacks, that the publication of the general order from the Director-General would greatly minimize the acts of discourtesy, and worse, and would hasten the work of clearing up by developing at once a marked public opinion in nearly all of the communities in sympathy with the order.

I am as you may know closely related to many of the educational interests which are concerned, and since receiving this letter from Doctor Schieffelin, one of the most prominent citizens of New York City, a number of further reports of really scandalous treatment on the Chesapeake & ohio Railroad of most cultivated and refined Negroes, particularly women, have come to my attention.

ARCHIVES OF THE UNITED STATES

Saratoga Springs
New York

Mr. Price #2

I am sure you will do a great service to the country and to the administration of President Wilson if you can further the early publication of these rules.

I am, with kind regards, and the Season's Greetings,

Faithfully yours,

Geo. Foster Peabody

Hon. Oscar A. Price,
Assistant to the Director-General,
U. S. Railway Administration,
Washington, D. C.

Q.1

February 9, 1918.

P 2 0 - 3

Mr. C. E. Mayhew,

Regional Director,

Atlanta, Ga.

Dear Sir:-

I enclose a letter addressed to the Director General of Railroads by a colored citizen of Anderson, S. C., J. M. Martin, complaining of an alleged discrimination against him. For such action as may be appropriate.

Yours very truly,

Director of Traffic Division.

Encl;

February 9, 1918.

Mr. J. H. Martin,
113 E. Church Street,
Anderson, S. C.

Dear Sir:-

Your letter addressed to the Director General of Railroads has been referred to Mr. C. H. Markham, Regional Director, at Atlanta, Ga.

Yours very truly,

Director of Traffic Division.

P 19-3

March 3, 1919.

MR. THELEN:

I am referring to you herewith a letter from Mr. M. W. Dogan for consideration in connection with the petition presented by the colored delegation that called upon him a few days ago, and which petition was referred to you by the Director General.

OSCAR A. PRICE.

THE NATIONAL ARCHIVES OF THE UNITED STATES

819-3

February 26, 1919.

FOR THE DIRECTOR GENERAL:

The attached petition was presented today by a delegation of colored citizens of Texas. This delegation was very intelligent and realized the difficulties that would be experienced in putting into effect equal accommodations for the colored passengers on the railroads in the State of Texas. I told them that they had your sympathy in this matter and that when you were Assistant Director General you had issued instructions to the Regional Directors to provide accommodations for the colored passengers in the way of ample space in cars, separate toilets, etc.

They seemed to be very well satisfied with that view and only had one specific complaint, which was that the Texas & Pacific in Louisiana allowed them a full coach, but when the train arrived at Marshall, Texas, they were crowded into half a coach without adequate accommodations. They said that after September, 1918, the Southern Pacific had provided ample accommodations and they had no complaint to make about that road.

O.A.P.

OAP:CJM.

THE NATIONAL ARCHIVES OF THE UNITED STATES

File

B 19-3

February 26, 1919.

for Mr. Thelen:

Please note attached memorandum of today from Mr. Oscar A. Price and petition thereto attached dated January 1st from M. M. Rodgers, M. W. Dogan, and J. R. Sheppard, a Committee representing the colored citizens of Texas.

We made the rule early in the Railroad Administration that all complaints on the part of colored citizens as to discrimination in service should be handled by the Director of the Division of Public Service, at least where operating officers were unable to satisfy the complaints fully. Mr. Prouty therefore had occasion to consider a number of these matters. We are exceedingly anxious to remove as far as possible every ground of complaint. I am sure that Mr. Winchell in the Southeastern Region is thoroughly in touch with this situation, and I believe he is handling it well. So far we have heard but little about the difficulties in the Southwest, although much the same conditions must be dealt with there.

I suggest you consider this matter and when you are in St. Louis with me I suggest you make it a point to have a talk with Regional Director Bush on the subject.

W. D. H.

Copy to Mr. Oscar A. Price, for information.

Negroes

F

NATIONAL ARCHIVES OF THE UNITED STATES

P 19-3

February 12, 1919.

DH - 42386 - C.

McAdoo;

Santa Barbara, Calif.

Telegram received. Have forwarded information requested.

Clagett.

THE NATIONAL ARCHIVES OF THE UNITED STATES

P 19-3

February 12, 1919.

My dear Chief;

I have gone through the file on the Negro question, and enclose herewith copies of letters and memoranda which appear to meet the situation.

With warm regard, I am

Cordially yours,

Hon. W. G. McAdoo,
Santa Barbara, Calif.

TELEGRAM RECEIVED

Form G-6 2—4870

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

Received at Washington, D. C.

236sjpx

Santabarbra Feb-11-19 5pm

5344

Claggett

Washn DC.

Please send me copy of original instructions I sent G ray about improvement of cars ,Stations and Service for Negro travelers and copies of instructions I gave after receiveing reports of Regional Directors about this matter.

McAdoo

12am

P 19.3

February 6, 1919.

My dear Judge Sims:

I have your letter of the 31st ultimo transmitting H. R. No. 15338. I do not feel in position at the moment to express any views concerning this Bill which would be of substantial assistance to you. In the event I appear before your Committee at an early date, as I understand is probable, I shall be glad to take up and discuss with the Committee any specific propositions raised in this or other Bills that the Committee may wish to have discussed, and I trust this will reasonably meet the situation.

Thanking you for bringing the Bill to my attention, I am,

Sincerely yours,

Hon. T. W. Sims,
Chairman, Committee on Interstate and
Foreign Commerce,
House of Representatives.

THE NATIONAL ARCHIVES OF THE UNITED STATES

72828

SIXTY-FIFTH CONGRESS.

'US W. SIMS, TENN., CHAIRMAN.

F NK E. DOREMUS, MICH.
DAN V. STEPHENS, NEBR.
ALBEN W. BARKLEY, KY.
SAM RAYBURN, TEX.
ANDREW J. MONTAGUE, VA.
FERL D. DECKER, MO.
CHARLES P. COADY, MD.
ARTHUR G. DEWALT, PA.
HARRY H. DALE, N. Y.
JOHN S. SNOOK, OHIO.
JARED Y. SANDERS, LA.

JOHN J. ESCH, WIS.
EDWARD L. HAMILTON, MICH.
RICHARD WAYNE PARKER, N. J.
SAMUEL E. WINSLOW, MASS.
JAMES S. PARKER, N. Y.
CHARLES H. DILLON, S. DAK.
BURTON E. SWEET, IOWA.
WALTER R. STINESS, R. I.
JOHN G. COOPER, OHIO.

V. L. ALMOND, CLERK.

HOUSE OF REPRESENTATIVES,

COMMITTEE ON
INTERSTATE AND FOREIGN COMMERCE,

WASHINGTON, D. C.

P 19-3

January 31, 1919.

Honorable Walker D. Hines, Director General,
Railroad Administration,
Washington, D. C.

Sir:

I beg to inclose herewith copy of bill, H. R. 15338

pending before the Committee on Interstate and Foreign Commerce, and to ask for the views of the Department concerning the bill.

Very respectfully,

J. W. Sims
Chairman.

65TH CONGRESS,
3D SESSION.

H. R. 15338.

IN THE HOUSE OF REPRESENTATIVES.

JANUARY 29, 1919.

Mr. MADDEN introduced the following bill; which was referred to the Committee on Interstate and Foreign Commerce and ordered to be printed.

A BILL

To amend an Act entitled "An Act to regulate commerce," approved February fourth, eighteen hundred and eighty-seven, and all Acts amendatory thereof, by providing for equal and identical rights, accommodations, and privileges for all persons applying for interstate transportation, and prohibiting discrimination on account of race, color, or previous condition of servitude, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That an Act entitled "An Act to regulate commerce," approved February fourth, eighteen hundred and eighty-seven, as amended, be further amended by adding thereto a new section, appropriately numbered, which shall read as follows:

1 "SEC. —. That hereafter it shall be unlawful for any
2 owner, operator, manager, trustee, receiver, or lessee of any
3 transportation system or systems, by land or water routes
4 within the territorial boundaries of the United States of
5 America and engaged in or soliciting interstate commerce
6 under a common control, management, or arrangement, or
7 any servant, employee, or agent of such owner, manager,
8 trustee, receiver, operator, or lessee, or any other person
9 having connection therewith, to deny or to refuse to furnish,
10 by any device or method whatsoever, equal and identical
11 rights, accommodations, and privileges to any person who
12 shall pay, or offer to pay, the uniform charge made for such
13 equal and identical rights, accommodations, and privileges
14 in interstate transportation, when such refusal is on account
15 of the race, color, or previous condition of servitude of the
16 person so applying.
17 "And it shall hereafter be further unlawful for any
18 owner, operator, manager, lessee, trustee, or receiver of any
19 system or systems of transportation within the territorial
20 boundaries of the United States of America, and engaged in
21 or soliciting interstate commerce, or any servant, employee,
22 or agent of such owner, operator, manager, trustee, receiver,
23 or lessee, or any other person connected therewith, to operate
24 upon any part of their transportation system or systems any
25 car, vessel, train of cars, or other conveyance in and upon

1 which any person, being transported to a final destination
2 beyond the boundaries of any State or Territory of the
3 United States of America, or beyond the boundaries of the
4 District of Columbia, and paying, or offering to pay, the
5 uniform charge made for transportation in interstate trans-
6 portation, shall, on account of race, color, or previous condi-
7 tion of servitude, be separated from any other passenger, or
8 be denied equal and identical rights, accommodations, and
9 privileges accorded any other passenger paying or offering
10 to pay such uniform charge for interstate transportation, or
11 be permitted to be assaulted, molested, or in any other way
12 injured or oppressed by reason of the exercise of any right
13 herein granted or protected."

14 SEC. 2. That any owner, manager, lessee, operator,
15 trustee, or receiver of any system of transportation as set
16 forth in section one of this Act who shall violate or connive
17 at the violation of any of the provisions of section one shall,
18 for each such violation or connivance, forfeit not less than the
19 full sum of $5,000, to be recovered in a proper United States
20 court, in an action on the case, to the use of each person
21 aggrieved by such violation, together with costs and reason-
22 able counsel fees, to be fixed by the trial justice; and all
23 other persons guilty of such violation or participation therein
24 shall, upon conviction in a proper United States court, be
25 fined $1,000, or imprisoned in a Federal prison for one year,
26 or both.

1 SEC. 3. That the provisions of this Act shall apply to
2 the intrastate operation of transportation systems under Fed-
3 eral control, with like penalties and punishments for its vio-
4 lation.

5 SEC. 4. That all Acts, parts of Acts, statutes, regula-
6 tions, and orders not in conformity herewith are hereby
7 amended, altered, or repealed.

65TH CONGRESS, 3D SESSION. } H. R. 15338.

A BILL

To amend an Act entitled "An Act to regulate commerce," approved February fourth, eighteen hundred and eighty-seven, and all Acts amendatory thereof, by providing for equal and identical rights, accommodations, and privileges for all persons applying for interstate transportation, and prohibiting discrimination on account of race, color, or previous condition of servitude, and for other purposes.

By Mr. MADDEN.

JANUARY 29, 1919.—Referred to the Committee on Interstate and Foreign Commerce and ordered to be printed.

UNITED STATES RAILROAD ADMINISTRATION

W. G. McADOO, DIRECTOR GENERAL

INTERSTATE COMMERCE BUILDING

P19-3

File

ASSISTANT TO THE DIRECTOR GENERAL
OSCAR A. PRICE

WASHINGTON, Jan. 15, 1919.

Dear Sir:

I am acknowledging for the Director General of Railroads your letter of December 30th., with regard to the purported order of Regional Director A.H. Aishton prohibiting the employment of negroes in any occupation other than in the work in which they had heretofore been employed. I understand that the report of the issuance of this order was entirely erroneous, no such order having been issued by the Administration. I have caused an investigation to be made however and if it should develop that any order of this kind had been issued you may rest assured that steps will be taken to have it rescinded.

Very truly yours,

Oscar A Price

R.L. Hamlett, Esq.,
Pres. A.R. E. Assn.,
Cleveland, Ohio.

E-67-5

[redacted]

[redacted]

Dear Mr.,

[redacted]

[redacted]

[redacted]

Dec 30th 1918

65809

R.L. Hamlett, Pres. Cleveland Ohio J.S. Sheppard, Treas.
E.S. Irby, Sec'y.

THE AMERICAN RAILROAD EMPLOYEES ASSOCIATION, (Assembled).

To the Hon. Wm. G. McAdoo, Director General of R.R.

and to the Hon's. G.H. Sims
F.F. Gaines
J.J. Dermody
C.E. Lindsay
W.E. Morse
A.O. Whorton
J.A. Emmett

Members of the Board of Railroad Wages and Working Condition;

Gentlemen:-

We notice from a clipping of The Associated Press news that Mr. R.H. Ashton, Regional Director, of the northwestern region, has issued a proclamation that no negroes will be employed where they have never been employed heretofore; while just yesterday, he was forced to fight where he has never fought before for the American government and World's Democracy. Now, kind Sir; We, a body of American citizens assembled don't believe that you gentlemen represent this Great American. The American Ideal's who honor the much loved principles of Washington, Lincoln and even our beloved President, Woodrow Wilson; who is today, somewhere in mid-ocean on his way to France to preach the gospel of Equal Justice to all and special rights to none. President who's heart and soul is the birthplace of World Democracy; who claimed just a few days ago that the crushing of a weaker people by the strong had past.

Today the Government's railroads are desperately short of men to carry on the work and yet one, Mr. Aishton has the right to say that American citizens shall be denied the right to work where other men work; that they can't even come to the rescue of the Government with their service, may they be ever so fitted for that class of work. Now Gentlemen, we know the American Constitution is against Mr. Aishton's proclamation and we don't believe that your high office will stand for such.

We kindly ask for your hearty consideration. Thanking you in advance, we remain

Respectfully,

R L Hamlett Pres.
J S Sheppard treas
E S Irby Secr.

Dict/PBW.

P19-3

December 24, 1918.

Gentlemen:

Replying for Director General McAdoo to your letter of December 19th. The situation complained of will have his consideration, but I do not see where he can do very much as it is purely a question for the local civil authorities to correct. Such instances as this are regrettable, as law and order should prevail at all times.

Very truly yours,

C. O. Smith, President;
C. J. Toliver, Secretary;
The Colored Civic League of Cheyenne,
814 West 19th Street,
Cheyenne, Wyoming.

NATIONAL ARCHIVES OF THE UNITED STATES

63563

UNITED STATES FOOD ADMINISTRATION

WASHINGTON, D. C.

December 20, 1918.

IN YOUR REPLY REFER TO

DEC 21 1918

PERSONAL.

Honorable William G. McAdoo,
Director General of Railroads,
Washington, D. C.

My dear Mr. McAdoo:

I am attaching herewith the press release which you were kind enough to permit my using among some of the colored publications. While I feel, perhaps, that you will have little interest in one point of view which I wish to express with reference to this matter, still I am convinced that in so far as the Negro publications use this story in just such proportion will your fame and reputation for being just and fair be increased.

Assuring you of my appreciation of the courtesy extended in our recent correspondence, believe me,

Very sincerely yours,

Ernest T. Attwell

1 enclosure.

W A S H I N G T O N , D . C .

RELEASE UPON RECEIPT.

----0----

Several days ago, when an order by one of the regional directors of the United States Railroad Administration was issued, which order indicated some restrictions as to the employment of colored men on the railroads, there developed among the colored people of the country unusual unrest and dissatisfaction that such an order was issued. The order seemed to be based upon racial prejudice rather than upon fairness to those who were rendering efficient service. In fact, in the minds of the colored people it served as an unfavorable reflection upon those who were serving the railroads and the Government and indicated a barrier to those whose services might be needed in the future.

Mr. Ernest T. Attwell, the colored representative of the United States Food Administration, was first to call Mr. McAdoo's attention to the discouragement that the order of the regional director had brought to the colored people. Mr. McAdoo, as director general of the railroads, investigated the reasons for the issuance of the order, and discovered that while the order was not based on any intended unfavorable reflection upon the colored employees and was meant to be local in its application, it should be withdrawn and rescinded; and this treatment of the order he so directed.

It is reported with authority that the railroad officials connected with the issuance of this order were lead to adopt this method in order to allay agitation against the employment of Negroes

in railroad service generally, which seems to have developed originally on a northern railroad line where organization leaders were inciting an unfavorable attitude on the part of thier followers toward working in harmony with Negro employees.

As intimated, Mr. McAdoo was not informed of the existence of this order until brought to his attention by Mr. Attwell, and in directing the withdrawal of the order Mr. McAdoo is quoted as saying, "It is very important that these delicate problems be dealth with justly and fairly, and it has been my earnest desire and effort, while the railroads are under Federal Control, to give the Negroes the benefit of the same working conditions and wages as white men receive for similar work and to improve, as far as possible the conditions under which Negroes travel on the railroads."

This attitude on the part of Mr. McAdoo is highly satisfactory to the colored people throughout the country, and it is to be hoped that such an attitude will be adopted by railroad and other governmental officials on down the line in large numbers, especially as affecting public utilities.

- - - O - - -

THE NATIONAL ARCHIVES OF THE UNITED STATES

OFFICE OF
DIRECTOR GENERAL
OF RAILROADS

64130

Cheyenne, Wyo., December 19, 1918

Honorable W.G. McAdoo
Director General U.S. Railroads

DEC 24

Dear Sir:

We the officers of the Colored Civic League of Cheyenne, Wyoming, take this method to appeal to your high sense of justice and true Americanism. We also appeal to you, the Director General of United States Railroads to use your honest effort to purge the Western Division of the Union Pacific Railroads headquarters at Green River, Wyoming, of lawlessness and criminals. We believe you understand the American mob spirit. We also believe you are fair and will do what you can to remove such evil influences from the American Railroads. Because we have faith in you, a true American, we beg you to use the strength of your official capacity to purge the Western Division Union Pacific Railroad of criminals and perhaps bring them to justice.

We wish to bring to your notice the following circumstance:

On or about December 10, 1918 at Green River, Sweetwater County, state of Wyoming, one Joe Woodson or Windsor, negro, age between fifty and sixty years and employed by the Union Pacific Hotel and Dining Department; entered the lunch room at the railroad station to eat his breakfast. A misunderstanding between Windsor and the waitress caused her to throw a salt setter at him whereupon one Albert Miller and another man Curtis, both employed as switchmen at Green River Yards are said to have set upon him and abusively used him and threw him out of the eating place. Without provocation after this assault it is said Windsor went to his room at the Union Pacific Club House where he was employed, secured a pistol, came back and shot and killed one Albert Miller and wounded Curtis. He then ran to a lumber yard near by and surrendered to the Unipn Pacific special agents, who disarmed him and turned him over to the county officers. He was then placed in the basement of the County jail. It is stated that a mob of Union Pacific employees went to and entered the jail, dragged the victim out of the prison, struck him down, tied his feet together and dragged him a distance of three blocks to a pole near the Union Pacific station and hanged him by his neck until dead. This lawless and barbarious occurence happened between eleven and twelve o'clock, noon. The body hung there for about four hours in front of said station.

We, the Colored Civic League of Cheyenne, Wyoming having confidence in you, pray, sir, that you give this matter your personal consideration.

We have the honor to be yours with respect,

The Colored Civic League of Cheyenne,

[illegible] President

E. J. Toliver Secretary

814 W. 19th street.

Cheyenne

Wyoming

THE NATIONAL ARCHIVES OF THE UNITED STATES

George Foster Peabody
25 Broad Street
New York City

File E-67-5

December 19, 1918.

Mr. M. B. Clagett, Private Sec'y to
Director General of Railroads,
Washington, D.C.

Dear Sir:

Mr. Peabody wishes me to express his thanks for your courtesy in sending him a copy of the Director General's letter to to Mr. E. T. Atwell, a member of the U.S. Food Administration staff, concerning the employment of Negroes.

Will you kindly see that the Director General gets the enclosure herewith.

I am

Very truly yours,

E. R. Ames.

Secretary to Mr. Peabody.

ENCL.

Form G—19

UNITED STATES RAILROAD ADMINISTRATION
W. G. McADOO, DIRECTOR GENERAL

FILE NO.

SUBJECT

File
E67-5

December 17, 1918.

MEMORANDUM for Mr. M. B. Clagett:

Referring to your memorandum of December 14th, relative to negro firemen, hostlers, etc. Attached is a copy of instructions issued to Regional Directors under date of December 9th which fully covers the matter referred to.

C. R. Gray.

December 9, 1918.

GENTLEMEN:

Please refer to my letter of November 7th to Regional Director Markham, copies of which were sent to the other Regional Directors, relative to negro firemen, hostlers, etc. The letter has created the impression that it attempts to place new and additional obstacles in the way of employment of negroes. Such is not the intention of the Railroad Administration and, therefore, in order to prevent any misconception, the letter is withdrawn.

The representatives of the Railroad Administration should handle this highly important matter with sympathetic desire not to add to the difficulties under which the colored race labors, and at the same time with a full appreciation of the condition that it is frequently an injury rather than a service to the negroes to force them into employment where race prejudice will be engendered anew. The problem needs to be handled with discretion and sympathy and always with the necessary regard for the requirements established in pre-existing working conditions.

Yours very truly,

(Signed) C. R. Gray.

Mr. R. H. Aishton, Regional Director,
Chicago, Ill.
Mr. B. F. Bush, Regional Director,
St. Louis, Mo.
Mr. Hale Holden, Regional Director,
Chicago, Ill.
Mr. N. D. Maher, Regional Director,
Roanoke, Va.
Mr. C. H. Markham, Regional Director,
Philadelphia, Pa.
Mr. A. H. Smith, Regional Director,
New York, N. Y.
Mr. B. L. Winchell, Regional Director,
Atlanta, Ga.

COPY

E67-5

P19-3

December 17, 1918.

for Mr. Gray:

Under date of November 27th Regional Director Bush wrote to the Director General on the subject of passenger car and station facilities for accommodation of colored patrons by railroads comprising the Southwestern Region.

In this letter Mr. Bush states that he is complying with the letter of the Director General of August 15th.

Mr. Oscar A. Price's office advises that copy of this letter and his file in regard thereto have been sent to your office and I should be obliged if you will send it to this office for examination as there is no other copy available.

W/Q W.D.H.

T/
G

THE NATIONAL ARCHIVES OF THE UNITED STATES

E-67-5

December 16, 1938.

Mr. Frank T. Bennett,
c/o U.S. Food Administration,
Washington, D. C.

Dear Sir:-

With regard to your letter of the 11th of December to the Director General enclosing an article which you propose having circulated;

Mr. Hoover has read the article, which he returned herewith and sees no objection to its use.

Very truly yours,

Private Secretary.

E67-5

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

61439

The Farm Journal
Washington Square
Philadelphia
"Unlike any other paper"

WILMER ATKINSON COMPANY
PUBLISHERS
EDITORIAL DEPARTMENT

WILMER ATKINSON, President
CHARLES F. JENKINS, Secy & Treas.

OFFICE OF DIRECTOR GENERAL OF RAILROADS
DEC 13 1918

December the Twelfth
Nineteen-Eighteen

Dear Sir:

I have before me a copy of a letter purporting to have been written by R. H. Aishton, Reginal Director of Northwestern Railroads, on the employment of negroes in service on those railroads.

It reads as follows: "The conditions under which negroes are employed as firemen, hostlers, brakemen, switchmen, etc., are not to be extended beyond the practice heretofore existing, and you are cautioned against employing negroes for this class of service or in any service not heretofore open to them nor to take the places of white men."

The undersigned is one of the Managers of the Armstrong Association of this city. The objects of this Association are to find employment for negro laborers, skilled and unskilled, and in general to encourage our colored fellow-citizens, and aid them in the betterment of themselves in all ways. We have been laboring in this work for a decade and propose to keep it up.

Will you permit me to say that it is manifestly unfair to exclude the negroes from railroad service as is proposed by Reginal Director of the Northwestern Railroads.

I can readily believe that you do not, personally, approve of Mr. Aishton's dictum in the matter, and will set it aside as not in accordance with your wishes.

May I hear from you with a clear statement of the Government's attitude towards colored people on the question of employment in Government service.

Believe me,

Very sincerely yours,

Wilmer Atkinson

Hon. W. G. McAdoo,
Director General of Railroads,
Washington, D. C.

WA:EEC

61226

UNITED STATES FOOD ADMINISTRATION

WASHINGTON, D. C.

December 11, 1918.

OFFICE OF DIRECTOR GENERAL OF RAILROADS

IN YOUR REPLY REFER TO

12 1918

PERSONAL.

Honorable William G. McAdoo,
Director General of Railroads,
Interstate Commerce Building.

Dear Mr. McAdoo:

Referring to your favor of December 7, 1918, over your personal signature:

I appreciate very much your kind attitude toward the matters about which we have had some correspondence as affecting the colored people. With your permission I should very much like to send to the Negro press the accompanying newspaper release for publication in the colored papers.

I have looked at the matter from all view points and am sure it will result in only the most favorable reaction on all sides.

In the past few weeks I have been in seventeen or eighteen States under Government auspices, and feel free to state that there is a feeling among the colored people that they have little of encouragement and all things that tend to discourage. Your attitude in this matter would certainly give them great satisfaction.

I use my name in the article merely because I believe the personal element will indicate to the colored people that where certain agencies are sufficiently dignified and representative, attention will be paid to complaints, especially where sent through proper channels.

May I have your permission to send this out, as I have a list of the three hundred or more Negro publications within arm's reach?

Very truly yours,

Ernest T. Attwell

1 enclosure.

THE NATIONAL ARCHIVES OF THE UNITED STATES

61268

NATIONAL OFFICERS

PRESIDENT
MOORFIELD STOREY

VICE-PRESIDENTS
ARCHIBALD H. GRIMKÉ
REV. JOHN HAYNES HOLMES
BISHOP JOHN HURST
JOHN E. MILHOLLAND
MARY WHITE OVINGTON
OSWALD GARRISON VILLARD

NATIONAL ASSOCIATION FOR THE ADVANCEMENT OF COLORED PEOPLE

PROPOSES TO MAKE 11,000,000 AMERICANS PHYSICALLY FREE FROM PEONAGE, MENTALLY FREE FROM IGNORANCE, POLITICALLY FREE FROM DISFRANCHISEMENT, AND SOCIALLY FREE FROM INSULT

70 FIFTH AVENUE, NEW YORK
TELEPHONE CHELSEA 7481

EXECUTIVE OFFICERS

CHAIRMAN OF THE BOARD
MAJOR J. E. SPINGARN
O. G. VILLARD, TREASURER
DR. W. E. B. DU BOIS, DIRECTOR OF PUBLICATIONS AND RESEARCH
JOHN R. SHILLADY, SECRETARY
JAMES WELDON JOHNSON, FIELD SECRETARY
WALTER F. WHITE, ASSISTANT SECRETARY

OFFICE OF DIRECTOR GENERAL OF RAILROADS
DEC 12 1918

E-67-5 amb.

December 11, 1918.

Hon. William G. McAdoo,
Director General of Railroads,
Interstate Commerce Building,
Washington, D. C.

Dear Sir:

I have yours of the 7th. The National Association for the Advancement of Colored People is much pleased to know that you have directed that the letter of the Director of the Division of Operation and the order of Regional Director Aishton be withdrawn.

I note what you say concerning the delicacy and difficulty of all phases of the race problem and your fear lest steps taken in the direct interest of the Negro may have the effect of aggravating race prejudice. The steps we desired to have taken and which the withdrawal of this order promotes are not steps primarily in the interest of the Negro, as these words may fairly be construed, but are steps against manifest and gross denial of opportunity to the Negro as a man and a citizen. Certainly no step could accentuate race prejudice more than the step that would have denied to Negroes an equal opportunity for employment with white men. We are aware, of course, of the attitude of railroad brotherhoods toward the employment of Negroes, an attitude which we declare to be un-American and indefensible; but this is another question which must be taken up with the unions. We have been glad to note that as Director General of Railroads you have uniformly applied to Negroes the same conditions that have been awarded by various boards of award to white employees, for all of which this Association, and we believe the colored people, are appreciative.

Very truly yours,

John R. Shillady

Secretary.

JRS/RR

THEODORE H. PRICE
ACTUARY TO THE R. R. ADMINISTRATION

UNITED STATES RAILROAD ADMINISTRATION

W. G. McADOO, DIRECTOR GENERAL

INTERSTATE COMMERCE BUILDING

WASHINGTON

F W
Awaiting reply to memo to Mr. Gray

December 11, 1918

Our File 3209

DEC 11 1918

IN RE: ACCOMMODATIONS FOR COLORED PATRONS OF RAILROADS.

My dear Mr. Hines:

Referring to my letter of December 9th accompanied by a letter from Mr. Bush in regard to the treatment of negro patrons of the railroads in his District, will you attach the enclosed file to it for such consideration as the Director General may see fit to give the subject when it is brought to his attention?

Yours very truly,

Encs.

Mr. Walter H. Hines,
Assistant to the Director General
Building

THP/JAH

You might also add the attached file with regard to the exclusion of a negro Pullman Gray officer from a car to this general file - The letter is from George Shaw Cooke of Chicago

Our File 3209

December 11, 1918

IN RE: ACCOMMODATIONS FOR COLORED PATRONS OF RAILROADS.

My dear Mr.Bush:

Thank you for your letter of November 26th in reply to previous communications from the Bureau for Suggestions and Complaints in regard to the condition of the passenger accommodations provided for negroes at various stations in Oklahoma. This letter is being put with your previous communicationsof November 27th suggesting an expenditure of $125,000 for the improvement of the facilities provided for negro patrons of the railroads in your District, and the whole subject will be dealt with by the Director General, just as soon as he can find time to give attention to it.

Yours very truly,

Actuary

Mr.B.F.Bush,
Regional Director
Southwestern Region,
St.Louis,Mo.

THP/JAH

December 11,1918

Our File 3209

IN RE: ACCOMMODATIONS FOR COLORED PATRONS OF RAILROADS.

My dear Mr.Hines:

Referring to my letter of December 9th accompanied by a letter from Mr.Bush in regard to the treatment of negro patrons of the railroads in his District, will you attach the enclosed file to it for such consideration as the Director General may see fit to give the subject when it is brought to his attention?

Yours very truly,

Encs.

Mr.Walter H.Hines,
Assistant to the Director General
Building

THP/JAH

Form G—10

UNITED STATES RAILROAD ADMINISTRATION

W. G. McADOO, DIRECTOR GENERAL

FILE NO. 7 (4)

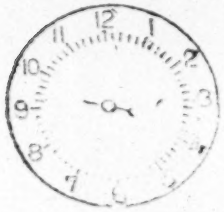
SUBJECT

December 10, 1918.

MEMORANDUM for T. H. P.

This is really a distressing matter. My sympathies are with the views you express, but the enforcement of the separate car laws in Texas and other Southern states is a very sensitive spot, and it is difficult to know just what to do with it. A clash between the Federal and the State authorities over this subject might do more harm than good. I am still trying to think out some solution of the problem, and shall be glad if you will put your mind on it. Certainly this race problem is one of the most difficult with which to deal.

W. G. M.



DEC 11 1918

George Foster Peabody
25 Broad Street
New York City

December 9, 1918.

Dear Mr. Director General:

Thank you very much for your prompt attention to my letter respecting the order issued by Mr. Aishton concerning the employment of Negroes.

It is good of you to take the time for this reply, and I beg to express to you my cordial appreciation of your interest and sympathy.

I now understand why you cheered me by seeming so much better, when I had my last talk with you, when you were good enough to intimate to me the realization that you must consider your own personal health, and the possibility of longer future service. I am glad that you are stronger, and hope that your strength will continue to increase, and your opportunity for exercising the great moral influence which is now yours will be equalled by your powers of endurance, so that it can tell most effectively in the time of need which is ahead of us.

I am, with regards,

Faithfully yours,

George Foster Peabody

To
Hon. W. G. McAdoo,
Director General of Railroads,
Washington, D.C.

PERSONAL

E-67-5
AWB.

December 7, 1918.

Dear Sir:

Referring further to my letter sent you several days ago, I find that as a result of a letter from one of the Regional Directors addressed to the Director of the Division of Operation, in which it was shown that an unfortunate agitation was beginning against the employment of Negroes on one of the northern railroad lines where they had not theretofore been employed, the Director of the Division of Operation advised the Regional Directors along the line of the order issued by Regional Director Aishton of Chicago, which you brought to my attention. On this northern railroad line, white men were advised by their organization not to work alongside of Negro employes. This was about to precipitate a situation which might have caused unfortunate complications with interruption of railroad traffic.

While the order of Regional Director Aishton was issued with the purpose of preventing the development of new agitations against the employment of Negroes in the railroad service, it appears to be misunderstood as an attempt to place new and additional obstacles in the way of the employment of Negroes, which, of course, was not its purpose. I have directed, therefore, that the letter of the Director of the Division of Operation and the order of the Regional Director be withdrawn.

I am sure you will appreciate the delicacy and difficulty of all the phases of this race problem and that we are always confronted with the serious danger that steps taken in the direct interest of the Negro may sometimes have the very opposite effect by aggravating race prejudices and bringing on race conflicts, which, when they occur, react to the disadvantage and to the prejudice of the colored people. It is very important that these delicate problems be dealt with justly and fairly, and it has been my earnest desire and effort, while the railroads are under Federal control, to give the Negroes the benefit of the same working conditions and wages as white men receive for similar work and to improve, as far as possible, the conditions under which Negroes travel on the railroads. Much has already been accomplished in this direction.

Very truly yours,

Mr. Ernest T. Atwell,
Food Administration,
Washington, D. C.

THE NATIONAL ARCHIVES OF THE UNITED STATES

E-67-5

December 7, 1918.

Dear Sir:

On the 4th instant I sent you the following telegram:

"Your telegram of the twenty-ninth was received while I was on an inspection trip of the railroads. I was not aware of the order to which you refer, but I am looking into the matter and will advise you later."

I have since looked into the matter and find that as a result of a letter from one of the Regional Directors addressed to the Director of the Division of Operations, in which it was shown that an unfortunate agitation was beginning against the employment of Negroes on one of the northern railroad lines where they had not theretofore been employed, the Director of the Division of Operations advised the Regional Directors along the line of the order issued by Regional Director Aishton of Chicago, which you brought to my attention. On this northern railroad line, white men were advised by their organization not to work alongside of Negro employees. This was about to precipitate a situation which might have caused unfortunate complications with interruption of railroad traffic.

While the order of Regional Director Aishton was issued with the purpose of preventing the development of new agitations against the employment of Negroes in the railroad service, it appears to be misunderstood as an attempt to place new and additional obstacles in the way of the employment of Negroes, which, of course, was not its purpose. I have directed, therefore, that the letter of the Director of the Division of Operations and the order of the Regional Director be withdrawn.

I am sure you will appreciate the delicacy and difficulty of all the phases of this race problem and that we are always confronted with the serious danger that steps taken in the direct interest of the Negro may sometimes have the very opposite effect by aggravating race prejudices and bringing on race conflicts, which, when they occur, react to the disadvantage and to the prejudice of the colored people. It is very important that these delicate problems be dealt with justly and fairly, and it has been my earnest desire and effort, while the railroads are under Federal control, to give the Negroes the benefit of the same working conditions and wages as white men receive for similar work and to improve, as far as possible, the conditions under which Negroes travel on the railroads. Much has already been accomplished in this direction.

Very truly yours,

Mr. John R. Shillady, Secretary,
National Assn. for Advancement of Colored People,
70 Fifth Avenue,
New York City.

THE NATIONAL ARCHIVES OF THE UNITED STATES

UNITED STATES RAILROAD ADMINISTRATION
W. G. McADOO, DIRECTOR GENERAL
INTERSTATE COMMERCE BUILDING

THEODORE H. PRICE
ACTUARY TO THE R. R. ADMINISTRATION

WASHINGTON November 9th, 1918.

My dear Mr. McAdoo:-

I want to call your special attention to the enclosed letter with regard to the expulsion of a negro army officer from a Pullman car when it entered the state of Texas.

I presume that under the Texas state law the constable was within his rights in removing this negro from the Pullman car, but I am wondering whether your authority as Director General would not override the state law if you see fit to assert it.

I must say that I agree with the writer of the letter in believing that a man who is good enough to hold a commission in the United States Army is also good enough to ride in a Pullman car.

Very truly yours,

Hon. W. G. McAdoo,
Director General of Railroads.

THP-s.

THE NATIONAL ARCHIVES OF THE UNITED STATES

C O P Y.

GEO. SHAW COOK, C.S.B.
525 Orchestra Building,
220 S. Michigan Ave.,
Chicago.

October twenty eighth
1918.

Hon. W.G. McAdoo,
Director General of Railroads,
Washington.
D.C.

My dear Sir:--

On October seventh, I left St.Louis at 6:25 p.m., on the Missouri Pacific "Sunshine Special," for Houston,Texas. On the same Pullman car with me was a negro army officer. He seemed to be quiet and unobtrusive and in every way unobjectionable, so far as I could judge.

The next morning, after crossing the Texas line, a new train conductor and Pullman conductor came abroad. When they were checking up the tickets the train conductor told the Pullman conductor to remove this negro officer to the car which is reserved for negroes. The officer refused to go either at the request of the Pullman conductor or the train conductor. At the station called Crockett, the train conductor brought in two men who said they were constables, and they compelled thenegro officer to leave the car at the point of a gun, one of them saying, as nearly as I can recall his words, "we'll teach you niggers that you can't run this country, even if you do wear a uniform."

I afterwards inquired of the Pullman conductor whether this officer had a first-class ticket and Pullman Ticket to Houston, which he said was a fact. He told me however, that the train conductor was simply doing his duty under the Texas law, which prohibits negroes from riding in cars with white persons.

I am taking theliberty of submitting these facts for your information, in case the matter should be brought to your attention through other channels.

I have no comments to makeother than that it would seem that the man who is good enough to hold a commission in the United States Army, is also good enough to ride in the Pullman car, especially when he has tickets calling for first-class passage.

Respectfully yours,

(Signed) GEO SHAW COOK.

THE NATIONAL ARCHIVES OF THE UNITED STATES

December 9,1918

ACCOMMODATIONS FOR COLORED PATRONS OF RAILROADS.

My dear Mr.Bush:

Your letter of November 27th addressed to Mr.McAdoo and dealing with the accommodations provided and recommended for colored patrons of the railroads in your District has come to my special attention.

I am very much obliged to you for the care and thoroughness with which you have gone into this question. I will take your letter up with Mr.McAdoo at the earliest possible opportunity. I doubt,however, whether in the existing circumstances he will feel justified in authorizing the expenditure which you recommend.

Yours very truly,

Actuary

Mr.B.F.Bush,
Regional Director Southwestern Region,
St.Louis,Mo.

THP/JAH

P-10-3

Form G-18

FILE NO.

Office of Assistant Director General of Railroads

UNITED STATES RAILROAD ADMINISTRATION

W. G. McADOO, DIRECTOR GENERAL

SUBJECT: ACCOMMODATIONS FOR COLORED PATRONS OF RAILROADS

December 9, 1918

DEC 10 1918

MEMORANDUM To Mr. Walter Hines:

I enclose you herewith ~~another~~ the Inter file of correspondence with Mr. B. F. Bush in regard to the facilities that are at present provided and others that are desirable, for the accommodation of colored patrons in the District over which he has jurisdiction. At your earliest opportunity will you be good enough to bring this matter to the Director General's attention, asking his especial consideration of Mr. Bush's suggestion that it might be desirable to spend $125,000 to improve the facilities and accommodations provided for negroes.

Theo. H. Price/JAH

Mr. Walter Hines,
Assistant to the Director General

Enc.

THE NATIONAL ARCHIVES OF THE UNITED STATES

In Reply please Refer to File A-3-6098.

November 8th,1918.

My dear Mr. Cook:--

The Director General has handed me for attention your letter of October 28th.

Your thoughtfulness in bringing this matter to official attention is very much appreciated. The problems of the railroads, in the situation growing out of the so-called "Jim Crow Laws" and the racial prejudice against the colored man, is themost difficult problem of its character facing the Railroad Administration. I am sure that your own experience hasbeen wide enough to give an appreciation of this fact.

Please accept my assurance that the very best possible thought is being brought to bear, and that it is hoped ultimately to bring about a change in conditions for the better of all concerned. The subject to which you call attention will be made the basis of an inquiry.

Yours very truly,

Assistant Actuary.

Mr. Geo. Shaw Cook, C.S.B.,
525 Orchestra Bldg.,
220 S. Michigan Ave.,
Chicago,Ills.
BD:HB.

THE RAILROAD ADMINISTRATION OF THE UNITED STATES

In Reply please Refer to File A-3-6098.

November 8th,1918.

My dear Mr. Bush:--

Here is another difficult phase of the negro problem. I am calling the letter to your attention for handling in keeping with the spirit of the Director General's thoughts on this subject.

Yours very truly,

Assistant Actuary.

Mr. B.F. Bush,
Regional Director,
Railway Exchange Bldg.,
St.Louis,Mo.

BD:HB.

UNITED STATES RAIL

W. G. McADOO, DIRECT

B. F. BUSH,
REGIONAL DIRECTOR

SOUTHWESTERN REGION

RAILWAY EXCHANGE BLDG.,
ST. LOUIS, MO.

OFFICE OF
DIRECTOR GENERAL
OF RAILROADS

Passenger cars and station facilities for colored people.....

November 27, 1918

DEC 6 1918

Dear Mr. McAdoo:-

Complying with your letter of August 15th, receipt of which was acknowledged in mine of August 20th, I have had detail investigation made as to passenger car and station facilities for accommodation of colored patrons by Railroads comprising Southwestern Region.

Statement showing the present accommodations, as well as changes that should be made by each of the Railroads in the States of Arkansas, Louisiana, Oklahoma and Texas, the only states in the Southwestern Region having laws requiring separate facilities for colored people, is being handed you herewith in duplicate copy.

Analysis of statement showing information developed by inspection of all lines, indicates that in all but a very few instances the station facilities for colored patrons are equal to those afforded white patrons and adequate to accommodate colored population and travel.

Additional waiting room facilities are necessary on two of the Railroads in Texas. All the Railroads have, in service, passenger equipment that enables the use of separate compartments by colored passengers. However, on several of the less important lines, principally on Branch lines, separate accommodations have not, heretofore, been provided for colored smokers and non-smokers. The attached statement shows, in each instance, the road on which it will be necessary to provide such accommodations. These necessary additional accommodations, in nearly all cases, can be provided by constructing one additional partition and one additional toilet in coach, thus separating smokers and non-smokers and, at same time, provide separate toilets for men and women.

Estimated cost of these changes, divided by states is as follows:

Arkansas	$15,500.00
Louisiana	4,700.00
Oklahoma	21,100.00
Texas	83,700.00
T O T A L	$125,000.00

UNITED STATES RAILROAD ADMINISTRATION

W. G. McADOO, DIRECTOR GENERAL OF RAILROADS

B. F. BUSH,
REGIONAL DIRECTOR

SOUTHWESTERN REGION

RAILWAY EXCHANGE BLDG.,
ST. LOUIS, MO.

Mr. McAdoo #2

Inasmuch as additional passenger car facilities - separate compartments for smokers and non-smokers and separate toilets for men and women - is, without question, necessary, I have instructed that improvements and alterations necessary for providing these facilities be made as promptly as consistent with the present demands on the use of passenger equipment.

Improvements outlined above, together with improvements that have already been made in way of keeping passenger station waiting rooms, toilets and passenger equipment, in clean and sanitary condition, will make railroad accommodations afforded the colored traveler, in general, superior to accommodations afforded by the average southern city, in view of which I would not recommend any further improvements or additional accommodations.

Cordially yours,

B F Bush

W. G. McAdoo,
Director General of Railroads.

THE NATIONAL ARCHIVES OF THE UNITED STATES

UNITED STATES RAILROAD ADMINI

W. G. McAdoo Director General o

SOUTHWESTERN REGION

Statement showing Passenger Car a
Furnished for Colored Passenger
Where separate Facilities ar

ARKANSAS

Name of Line	Trunk Line or Branch Line	PASSENGER CARS Present	PASSENGER CARS Proposed	DEPOT WAI Present
Arkansas Central	Branch Line	One compartment only for Colored. No separate compartment provided for Colored smokers.	Construct additional partition and toilet to provide separate accommodations for Colored smokers and non-smokers.	Separate and equal waiting rooms.
Arkansas Western (K.C.S.)	Branch Line	3 compartment coaches with 3toilets provide separate accommodations for Colored smokers and non-smokers.	No Changes	Separate and equal waiting rooms
Chicago,R.Is.& Pac.	Trunk Lines	Separate compartments with separate toilets provide separate accommodations for Colored smokers and non-smokers	No Changes	Separate and equal waiting rooms provided at all but a few unimportant stations.
	Branch Lines	60% of trains provide separate accommodations for colored smokers and non-smokers. 40% of trains have only one compartment for colored. Smokers and non-smokers not separated.	Constructadditional partition and toilet to provide separate accommodations for colored smokers and non-smokers in the 40% of trains not now so equipped.	
Kansas City Southern	Trunk Line	3 compartment coaches with 3 toilets provide separate, accommodations for colored smokers and non-smokers	No Change	Separate and equal waiting rooms.
Louisiana & Arkansas	Branch line	2 compartment coaches with 2 toilets provide separate accommodation for colored smokers and non-smokers.	No Change	Separate and equal waiting rooms.
Memphis,Dallas & Gulf.	Branch Line	1/2 coach with 1 toilet for colored. No separate accommodations provided for colored smokers	Construct additional partition and toilet to provide separate accommodations for colored smokers and non-smokers.	Separate and equal waiting rooms.
Midland Valley	Branch Line	1/2 of 2 compartment coaches provides separate compartment for colored but does not separate smokers and non-smokers.	Construct additional partition and toilet to provide separate accommodations for colored smokers and non-smokers.	Separate and equal waiting rooms.
Missouri Pacific	Trunk Line	54% of trains have divided c coach with 2 toilets to separate colored smokers and non-smokers 46% of trains have one compartment and 1 toilet for colored,no facilities for colored smokers.	Construct additional partition and additional tiolet in coach in the 46% to provide separate facilities for colored smokers and non-smokers.	Separate and equal waitin rooms.

UNITED STATES RAILROAD ADMINISTRATION

W. G. McAdoo Director General of Railroads

SOUTHWESTERN REGION

Statement showing Passenger Car and Station Facilities
Furnished for Colored Passengers in States
Where separate Facilities are required by Law.

ARKANSAS

NGER	CARS	DEPOT WAITING ROOMS		DEPOT TOILET FACILITIES		Estimate of cost	Remarks
	Proposed	Present	Proposed	Present	Proposed		
or com-	Construct additional partition and toilet to provide separate accommodations for Colored smokers and non-smokers.	Separate and equal waiting rooms.	No Change	Separate and equal toilet facilities	No Change	$1500.	
with ate red .	No Changes	Separate and equal waiting rooms	No Change	No separate toilet facilities	No Change	.	Little Colored tra vel. No complaint
with e for n-	No Changes						
for n-	Constructadditional partition and toilet to provide separate accommodations for colored smokers and non-smokers in the 40% of trains not now so equipped.	Separate and equal waiting rooms provided at all but a few unimportant stations.	No Change	Separate and equal toilet facilities at all but a few unimportant stations	No Change	$2800.	
with rate, red	No Change	Separate and equal waiting rooms.	No CHange	No separate toilet facilities.			Very little colored travel. No comp
with rate red .	No Change	Separate and equal waiting rooms.	No Change	Separate toilet facilities at 25%. Remaining stations unimportant.	No Change		
t ate l for	Construct additional partition and toilet to provide separate accommodations for colored smokers and non-Smokers.	Separate and equal waiting rooms.	No Change	Separate and equal toilet facilities.	No Change	$1200.	
oaches: art- es l non-	Construct additional partition and toilet to provide separate accommodations for colored smokers and non-smokers.	Separate and equal waiting rooms.	No Change	No separate toilet facilities	No Change	$1100.	Little colored travel. No complaint toilet facilities.
ded c, rs	Construct additional partition and additional tiolet in coach in the 46% to provide separate facilities for colored smokers and non-smokers.	Separate and equal waiting rooms.	No Change	Separate and equal toilet facilities	No Change	$4500.	
com- er for							

Carried forward$11100.

MINISTRATION

l of Railroads

ION

r and Station Facilities
gers in States
are required by Law.

WAITING ROOMS		DEPOT TOILET FACILITIES			
Proposed	Present	Proposed	Estimate of cost	Remarks
No Change	Separate and equal toilet facilities	No Change	$1500.	
No Change	No separate toilet facilities	No Change	[illegible].	Little Colored tra vel. No complaints
No Change	Separate and equal toilet facilities at all but a few unimportant stations	No Change	$2800.	
No Change	No separate toilet facilities.			Very little colored travel. No complaint
No Change	Separate toilet facilities at 25%. Remaining stations unimportant.	No Change		
No Change	Separate and equal toilet facilities.	No Change	$1200.	
No Change	No separate toilet facilities	No Change	$1100.	Little colored travel. No complaints of toilet facilities.
No Change	Separate and equal toilet facilities	No Change	$4500.	

Carried forward $11100.

Name of Line	Trunk Line or Branch Line	PASSENGER CARS. Present	Proposed	DEPOT Present
Missouri Pacific (Continued)	Branch Line	43% of trains have 1/2 coach for colored smokers and 1 coach for colored non-smokers or 1 coach divided for colored smokers and non-smokers. 57% of trains have undivided colored coach no separate facilities for colored smokers.	Will provide additional partition and additional toilet in coach in the 57% to provide separateaccommodations for colored smokers and non-smokers.	Separate and equal waiting rooms.
Pine Bluff and Ark. River (St.L.S.W.	Branch Line	2 compartment coaches with 2 toilets provide separate accommodations for colored smokers and non-smokers.	No Change	Separate and equal waiting rooms.
St.Louis & San Francisco.	Trunk and Branch Lines	Separate compartment each with toilet,provide separate accommodations for colored smokers and non-smokers.	No Change	Separate and equal waiting rooms.
St.Louis Southwestern	Trunk Lines	2 compartments coaches with 2 toilets provide separate accommodations for colored smokers and non-smokers	No Change	Separate and equal waiting rooms.
	Branch Lines	2 compartment coaches with 2 toilets provide separate accommodations for colored smokers and non-smokers.	No Change	Separate equal waiting rooms.
Texarkana & Ft.Smith (K.C.S.)	Trunk Line	3 compartment coaches with 3 toilets provide separate accommodations for colored smokers and non-smokers.	No Change	Separate equal waiting rooms .

ARKANSAS (Continued)

PASSENGER CARS. Present	PASSENGER CARS. Proposed	DEPOT WAITING ROOM Present	DEPOT WAITING ROOM Proposed	DEPOT TOILET FACILITIES Present	DEPOT TOILET FACILITIES Proposed	Estimate of cost	Remarks
					Brought Forward	$11100.	
f trains have 1/2 for colored smokers coach for colored non rs or 1 coach divided colored smokers and non rs. f trains have undivided ed coach no separate ities for colored smok	Will provide additional partition and additional toilet in coach in the 57% to provide separateaccommodations for colored smokers and non-smokers.	Separate and equal waiting rooms.	No Change	Separate and equal toilet facilities.	No Change	4400.	The work of chang being carried on.
partment coaches with lets provide separate modations for colored rs and non-smokers.	No Change	Separate and equal waiting rooms.	No Change	Only important stations have separate toilet facilities	No Change		
ate compartment each toilet,provide separate modations for colored rs and non-smokers.	No Change	Separate and equal waiting rooms.	No Change	Separate and equal toilet facilities	No Change		
partments coaches with lets provide separate modations for colored rs and non-smokers	No Change	Separate and equal waiting rooms.	No Change	Only most important stations have separate toilet facilities	No Change		
partment coaches with lets provide separate modations for colored rs and non-smokers.	No Change	Separate and equal waiting rooms.	No Change				
partment coaches with lets provide separate modations for colored rs and non-smokers.	No Change	Separate and equal waiting rooms .	No Change	No separate toilet facilities	No Change		Very little color
					Total for Ark.	$ 15500.	

DEPOT WAITING ROOM		DEPOT TOILET FACILITIES			
Present	Proposed	Present	Proposed	Estimate of cost	Remarks
			Brought Forward	$11100.	
Separate and equal waiting rooms.	No Change	Separate and equal toilet facilities.	No Change	4400.	The work of changing coaches now being carried on.
Separate and equal waiting rooms.	No Change	Only important stations have separate toilet facilities	No Change		
Separate and equal waiting rooms.	No Change	Separate and equal toilet facilities	No Change		
Separate and equal waiting rooms.	No Change	Only most important stations have separate toilet facilities	No Change		
Separate and equal waiting rooms.	No Change	No separate toilet facilities	No Change		
			Total for Ark.	$ 15500.	Very little colored travel.

Name of Line	Trunk Line or Branch Line	PASSENGER CARS Present	Proposed	6
Chicago, R.Is. & Pac.	Branch Lines	Separate compartments each with toilet, provides separate accommodations for colored smokers and non-smokers.	No Change	S e r
Gulf, Colo.&Santa Fe	Branch Line	One compartment with one toilet for colored. No separate accommodations for colored smokers.	Construct additional partition and toilet to provide separate accommodations for colored smokers and non-smokers.	S e r
Houston East & West Texas	Branch Line	2 compartment coaches with 2 toilets provides separate accommodations for colored smokers and non-smokers.	NO Change	Sep equ roo
Kansas City Southern	Trunk Line	3 compartment coaches with 3 toilets provides separate accommodations for colored smokers and non-smokers.	No Change	Sepa equa room
Louisiana & Arkansas	Branch Line	2 compartment coaches with 2 toilets provides separate accommodations for colored smokers and non-smokers.	No Change	Sepa equa room
Missouri, Kansas & Texas of Texas.	All Lines	One compartment with toilet for colored. No separate accommodations for colored smokers.	Construct additional partition and toilet to provide separate accommodations for colored smokers and non-smokers.	Near stati separ equal rooms
Missouri Pacific	Trunk Lines	1/2 coach for colored smokers and 1 coach for colored non-smokers.	No Change	Separ equal rooms
	Branch Lines	Combination baggage and coach for colored smokers and one-half coach for colored non-smokers.	No Change	Separ equal rooms
New Orleans &Mexico	All Lines	One compartment with toilet for colored. No separate accommodations for colored smokers.	Construct additional partition and toilet to provide separate accommodations for colored smokers and non-smokers.	Separ equal rooms
St. Louis South-western	Branch Line	2 compartment coach with 2 toilets provides separate accommodations for colored smokers and non-smokers	No Change	Separ equal rooms.
Southern Pacific Lines	Trunk Lines	2 compartment coaches with 2 toilets provides separate accommodations for colored smokers and non-smokers.	No Change	Separ equal room
	Branch Lines	Combination baggage and coach provides 2 compartments for separate accommodations	No Change	Sepa equ roo
Texas and Pacific	Trunk Lines	2 compartment coaches with 2 toilets provides separate accommodations for colored smokers and non-smokers	No Change	Sep equ roo
	Branch Lines	Combination baggage and coach with one toilet provides for colored but does not separate smokers & non smokers	Construct additional partition and toilet to provide separate accommodations for colored smokers and non-smokers	Sep equ roo

LOUISIANA

PASSENGER CARS		DEPOT WAITING ROOMS		DEPOT TOILET FACILITIES		Estimate of cost.	Remark
	Proposed 6	Present	Proposed	Present	Proposed		
rtments each provides modations okers and	No Change	Separate and equal waiting rooms.	No Change	Separate and equal toilet facilities.	No Change		
t with one ored. No mmodations okers.	Construct additional partition and toilet to provide separate accommodations for colored smokers and non-smokers.	Separate and equal waiting rooms.	No Change	Separate and equal toilet facilities	No Change	$ 300.	
coaches with ides separate for colored n-smokers.	NO Change	Separate and equal waiting rooms.	No Change	No separate toilet facilities	No Change		Separate depot toilets provid but not for races.
coaches with ides separate for colored n-smokers.	No Change	Separate and equal waiting rooms.	No Change	No separate toilet facilities.	No Change		Colored travel rather light.
coaches with ides separate for colored n-smokers.	No Change	Separate and equal waiting rooms.	No Change	Few separate toilet facilities	No Change		
t with toilet No separate for colored	Construct additional partition and toilet to provide separate accommodations for colored smokers and non-smokers.	Nearly all stations have separate and equal waiting rooms.	No Change	Nearly all stations have separate and equal toilet facilities	No Change	$ 300.	Only stations constructed pr age of State Law are not prov separate facilities
colored smokers r colored	No Change	Separate and equal waiting rooms.	No Change	Separate and equal toilet facilities	No Change		
ggage and red smokers each for okers.	No Change	Separate and equal waiting rooms.	No Change	Separate and equal toilet facilities	No Change		
with toilet No separate for colored	Construct additional partition and toilet to provide separate accommodations for colored smokers and non-smokers.	Separate and equal waiting rooms.	No Change	Separate and equal toilet facilities	No Change	$2000.	
oach with des separate for colored n-smokers	No Change	Separate and equal waiting rooms.	No Change	Only important stations have separate toilet facilities.	No Change		
coaches with des separate for colored -smokers.	No Change	Separate and equal waiting rooms.	No Change	Separate and equal toilet facilities	No Change		
gage and 2 compart- ate accommo-	No Change	Separate and equal waiting rooms.	No Change	Separate and equal toilet facilities	No Change		
oaches with des separate for colored smokers	No Change	Separate and equal waiting rooms.	No Change	Separate and equal toilet facilities	No Change		
gage and oilet pro- d but does kers & non	Construct additional partition and toilet to provide separate accommodations for colored smokers and non-smokers	Separate and equal waiting rooms	No Change	Separate and equal toilet facilities	No Change	$2100.	Facilities for white and c identical. No smoking acc sent in Branch Line trains
					Carried forward	$4700.	

DEPOT WAITING ROOMS.		DEPOT TOILET FACILITIES		Estimate of cost.	Remark
Present	Proposed	Present	Proposed		
Separate and equal waiting rooms.	No Change	Separate and equal toilet facilities.	No Change		
Separate and equal waiting rooms.	No Change	Separate and equal toilet facilities	No Change	$ 300.	
Separate and equal waiting rooms.	No Change	No separate toilet facilities	No Change		Separate depot toilets provided for sexe but not for races.
Separate and equal waiting rooms.	No Change	No separate toilet facilities.	No Change		Colored travel rather light.
Separate and equal waiting rooms.	No Change	Few separate toilet facilities	No Change		
Nearly all stations have separate and equal waiting rooms.	No Change	Nearly all stations have separate and equal toilet facilities	No Change	$ 300.	Only stations constructed prior to passage of State Law are not provided with separate facilities
Separate and equal waiting rooms.	No Change	Separate and equal toilet facilities	No Change		
Separate and equal waiting rooms.	No Change	Separate and equal toilet facilities	No Change		
Separate and equal waiting rooms.	No Change	Separate and equal toilet facilities	No Change	$2000.	
Separate and equal waiting rooms.	No Change	Only important stations have separate toilet facilities.	No Change		
Separate and equal waiting rooms.	No Change	Separate and equal toilet facilities	No Change		
Separate and equal waiting rooms.	No Change	Separate and equal toilet facilities	No Change		
Separate and equal waiting rooms.	No Change	Separate and equal toilet facilities	No Change		
Separate and equal waiting rooms	No Change	Separate and equal toilet facilities	No Change	$2100.	Facilities for white and colored practically identical. No smoking accommodations at present in Branch Line trains for either race.
		Carried forward		$4700.	

LOUISIANA (Continued)

Name of Line	Trunk Line or Branch Line	PASSENGER CARS Present	PASSENGER CARS Proposed	DEPOT WAITING R Present	DEPOT WAITING R Pr
Vicksburg, Shreveport and Pacific	Branch Line	2 compartments with 2 toilet provides separate accommodations for colored smokers and non-smokers.	No Change	Separate and equal waiting rooms.	No C

OKLAHOMA

Name of Line	Trunk Line or Branch Line	PASSENGER CARS Present	PASSENGER CARS Proposed	DEPOT WAITING RO Present	DEPOT WAITING RO Pr
Chicago, R. Is. & Pacific	Trunk Lines	77% of trains have separate compartments for colored smokers and non-smokers 23% of trains have only one compartment for colored smokers and non-smokers	Construct additional partition and toilet to provide separate accommodations for colored smokers and non-smokers in the 23% not so provided.	Separate and equal waiting rooms at all but unimportant stations	No C
	Branch Lines	One compartment with one toilet for colored. No separate accommodations for colored smokers.	Construct additional partition and toilet to provide separate accommodations for colored smokers and non-smokers	Separate and equal waiting rooms at all but unimportant stations	No C
Clinton & Oklahoma Western	Branch Line	One compartment with one toilet for colored. No separate accommodations for colored smokers.	Construct additional partition and toilet to provide separate accommodations for colored smokers and non-smokers.	All but unimportant stations have separate waiting rooms	No C
Gulf, Colo & Sante Fe	Trunk Lines	Separate compartments each with toilet provide separate accommodations for colored smokers and non-smokers	No Change	Separate and equal waiting rooms.	No C
	Branch Lines	Separate compartments provide separate accommodations for colored smokers and non-smokers but only one toilet Provided.	Provide toilet in colored smoking compartment.	Separate and equal waiting rooms	No C
Kansas City Mexico & Orient	Branch Line	1/3 of one coach with one toilet for colored passengers Smokers and non-smokers not separated	Construct additional partition and toilet	12 stations with, 8 without separate waiting rooms	No C
Kansas City Southern	Trunk Line	3 compartment coaches with 3 toilets provides separate accommodations for colored smokers and non-smokers	No Change	Separate and equal waiting rooms.	No C
Missouri, Kansas & Texas	Trunk Lines & Branch Lines	3 com partment cars with 2 2 toilets provide separate seating accommodations for colored smokers and non-smokers , but lack separate toilet facilities for colored non-smokers.	Toilets are to be installed in the third compartment of 59 cars as the cars pass through the shops.	Practically all stations have separate and equal waiting rooms	No C
Midland Valley	Branch Line	2 compartment coaches with 2 toilets provides separate Compartment for colored but does not separate smokers and non-smokers	Construct additional partition and toilet	10 stations with 2 without separate waiting rooms	No C

LOUISIANA (Continued)

PASSENGER CARS		DEPOT WAITING ROOMS		DEPOT TOILET FACILITIES			
	Proposed	Present	Proposed	Present	Proposed	Estimate of cost	Remarks
					Brought Forward	$4700.	
h 2 toilet accommoda- smokers	No Change	Separate and equal waiting rooms.	No Change	No toilet facilities for either race.	No Change		
					Total for Louisiana	$4700.	

OKLAHOMA

PASSENGER CARS		DEPOT WAITING ROOMS		DEPOT TOILET FACILITIES			
	Proposed	Present	Proposed	Present	Proposed	Estimate of cost	
separate olored okers only one lored okers	Construct additional partition and toilet to provide separate accommodations for colored smokers and non-smokers in the 23% not so provided.	Separate and equal waiting rooms at all but unimportant stations	No Change	Separate and equal toilet facilities at all the more important stations	No Change	$ 1200.	
th one . No tions for	Construct additional partition and toilet to provide separate accommodations for colored smokers and non-smokers	Separate and equal waiting rooms at all but unimportant stations	No Change	Separate and equal toilet facilities at all the more important stations	No Change	$ 7200.	
h one . No ions for	Construct additional partition and toilet to provide separate accommodations for colored smokers and non-smokers.	All but unimportant stations have separate waiting rooms	No Change	Separate and equal toilet facilities at the more important stations	No Change	$ 300.	
ts each separate colored kers	No Change	Separate and equal waiting rooms.	No Change	Separate and equal toilet facilties	No Change		
ts provodations and non- toilet	Provide toilet in colored smoking compartment.	Separate and equal waiting rooms	No Change	Separate and equal toilet facilities	No Change	$ 800.	
h one assengers ers not	Construct additional partition and toilet	12 stations with, 8 without separate waiting rooms	No Change	No separate toilet facilities	No Change	$ 1200.	Very little colored travel and n
with eparate olored ers	No Change	Separate and equal waiting rooms.	No Change	No Separate toilet facilities	No Change		Very little colored travel and n
ith 2 arate s for non- eparate or	Toilets are to be installed in the third compartment of 59 cars as the cars pass through the shops.	Practically all stations have separate and equal waiting rooms	No Change	Separate and equal toilet facilities	No Change	$ 7400.	Work of installing toilets in th compart of the 3 compartment coa now progressing.
with parate ed but kers and	Construct additional partition and toilet	10 stations with 2 without separate waiting rooms	No Change	No separate toilet facilities	No Change	1100.	
					Carried forward	$19200.	

DEPOT WAITING ROOMS		DEPOT TOILET FACILITIES			
ent	Proposed	Present	Proposed	Estimate of cost	Remarks
			Brought Forward	$4700.	
te and waiting	No Change	No toilet facilities for either race.	No Change		
			Total for Louisiana	$4700.	

EPOT WAITING ROOMS		DEPOT TOILET FACILITIES			
ent	Proposed	Present	Proposed	Estimate of cost	
te and waiting at all importations	No Change	Separate and equal toilet facilities at all the more important stations	No Change	$ 1200.	
te and waiting at all importations	No Change	Separate and equal toilet facilities at all the more important stations	No Change	$ 7200.	
t unimt stations eparate g rooms	No Change	Separate and equal toilet facilities at the more important stations	No Change	$ 300.	
te and waiting	No Change	Separate and equal toilet facilties	No Change		
te and waiting	No Change	Separate and equal toilet facilities	No Change	$ 800.	
tions 3 withparate g rooms	No Change	No separate toilet facilities	No Change	$ 1200.	Very little colored travel and no complaint
te and waiting	No Change	No Separate toilet facilities	No Change		Very little colored travel and no complaint
cally all ns have te and waiting	No Change	Separate and equal toilet facilities	No Change	$ 7400.	Work of installing toilets in the middle compart of the 3 compartment coaches is now progressing.
tions with out separiting	No Change	No separate toilet facilities	No Change	1100.	
			Carried forward	$19200.	

OKLAHOMA (Continued)

Name of Line	Trunk Line or Branch Line	PASSENGER CARS		DEPOT WAITI
		Present	Proposed	Present
Missouri Pacific	Trunk Lines	1coach with 2 toilets divided to provide separate accommodations for colored smokers and non-smokers	No Change	Separate and equal waiting rooms
	Branch Line	Combination baggage and coach for colored. No separate accommodations for colored smokers	Provide partition and additional toilet to afford separate accommodations for colored smokers and non-smokers	Separate and equal waiting rooms.
Paris & Great Northern	Branch Lines	Separate compartments each with toilet provide separate accommodations for colored smokers and non-smokers	No Change	Separate and equal waiting rooms.
Poteau Valley	Branch Line	3 compartment coaches with 3 toilets provides separate accommodations for colored smokers and non-smokers.	No Change	Separate and equal waiting rooms.
St. Louis and San Francisco	Trunk & Branch Line	Separate compartments each with toilet provide separate accommodations for colored smokers and non-smokers	No Change	Separate and equal waiting rooms
Texarkana and Ft. Smith	Trunk Line	3 compartment coaches with 3 toilets provides separate accommodations for colored smokers and non-smokers	No Change	Separate and equal waiting rooms.
Wichita Falls & Northwestern	Branch Line	One compartment with one toilet for colored. No separate accommodations for colored smokers	Construct additional partition with toilet to provide separate accommodations for colored smokers and non-smokers	All important stations have separate and equal waiting rooms

OKLAHOMA (Continued)

PASSENGER CARS		DEPOT WAITING ROOMS		DEPOT TOILET FACILITIES		Estimate of cost	Remarks
	Proposed	Present	Proposed	Present	Proposed		
						Brought forward $19200.	
2 toilets divi-ide separate ons for colored non-smokers	No Change	Separate and equal waiting rooms	No Change	Separate and equal toilet facilities	No Change		
baggage and lored. No ommodations for ers	Provide partition and additional toilet to afford separate accommodations for colored smokers and non-smokers	Separate and equal waiting rooms.	No Change	Separate and equal toilet facilities	No Change	$ 500.	Work of changing coaches gressing.
partments each provide separate ns for colored non-smokers	No Change	Separate and equal waiting rooms.	No Change	Separate and equal toilet facilities	No Change		
t coaches with ovides separate ns for colored non-smokers.	No Change	Separate and equal waiting rooms.	No Change	No separate toilet facilities	No Change		Very little colored trave plaints
partments each provide separate ns for colored non-smokers	No Change	Separate and equal waiting rooms	No Change	Separate and equal toilet facilities	No Change		
t coaches with ovides separate ns for colored non-smokers	No Change	Separate and equal waiting rooms.	No Change	No separate toilet facilities	No Change		
ent with one olored. No ommodations smokers	Construct additional partition with toilet to provide separate accommodations for colored smokers and non-smokers	All important stations have separate and equal waiting rooms	No Change	Important stations have separate and equal toilet facilities	No Change	$ 1400.	Travel at unimportant sta justified revision of sta
				Total for Oklahoma		$21100.	

tinued)

DEPOT WAITING ROOMS		DEPOT TOILET FACILITIES		Estimate of cost	Remarks
Present	Proposed	Present	Proposed		
				Brought forward $19200.	
parate and ual waiting oms	No Change	Separate and equal toilet facilities	No Change		
parate and ual waiting oms.	No Change	Separate and equal toilet facilities	No Change	$ 500.	Work of changing coaches now progressing.
parate and ual waiting oms.	No Change	Separate and equal toilet facilities	No Change		
parate and ual waiting oms.	No Change	No separate toilet facilities	No Change		Very little colored travel and no complaints
parate and ual waiting oms	No Change	Separate and equal toilet facilities	No Change		
parate and ual waiting oms.	No Change	No separate toilet facilities	No Change		
l important ations have separate and ual waiting oms	No Change	Important stations have separate and equal toilet facilities	No Change	$ 1400.	Travel at unimportant stations has never justified revision of station facilities.
		Total for Oklahoma		$21100.	

TEXAS.

Name of Line	Trunk Line or Branch Line	PASSENGER CARS		DEPOT WAITING RO	
		Present	Proposed	Present	
Abilene & Southern	Branch Line	One coach for white and one coach for colored. Neither coach divided	Divide coach to provide separate accommodations for smokers	No Separate waiting rooms	Provi ate w rooms colo
Beaumont & Great Northern (M.K.& T.)	Branch Line	Only one compartment with one toilet provided for colored. No separate accommodations for colored smokers	Provide separate compartment with toilet for colored smokers	Only important stations have separate waiting rooms.	No Ch
Beaumont, Sour Lake & western	Trunk Line	3 compartment coaches provides separate accommodations for colored smokers and non-smokers	No Change	Separate waiting rooms at important stations only	No Ch
Chicago, R. Is. & Gulf	Trunk Lines	67% of trains have separate compartments for colored smokers and non-smokers 33% of trains have only one compartment for colored. Smokers and non-smokers not separated	Construct additional partition and toilet to provide separate accommodations for colored smokers and non-smokers	Separate waiting rooms at important stations only	No Ch
Fort Worth & Denver City	Trunk Line	2 compartment coaches provides one compartment for colored but no separate accommodations for colored smokers	Provide partition and additional toilet to afford separate accommodations for colored smokers	75% of stations have separate and equal waiting rooms: 25% do not have separate waiting rooms.	No Ch
Ft. Worth & Rio Grande	Branch Line	One compartment only with one toilet provided for colored. No separate accommodations for colored smokers	Provide separate accommodations for colored smokers and non-smokers	Separate waiting rooms provided at more important stations only	No Ch
Ft. Worth Union Passenger Station	Trunk Line Terminal			Separate and equal waiting rooms provided	No Ch
Galveston, Houston & Henderson (I&GN)	Branch Line	One compartment only for colored. No separate accommodations for colored smokers	Construct additional partition and toilet facilities to provide separate accommodations for colored smokers & non-smoker	Only important stations have separate waiting rooms	No Ch
Gulf, Colo. & Santa Fe	Trunk Line	Separate compartments provides for colored smokers and non-smokers	No Change	146 stations with two waiting rooms and 24 with only one	No Ch
	Branch Line	Important branch line trains have separate compartments for colored smokers & non-smokers. Unimportant trains have only one compartment for colored	Provide separate compartments for colored smokers where not already provided.		No Ch
Houston & Brazos Valley (I&GN)	Branch Line	One compartment only for colored. No separate accommodations provided for colored smokers.	Construct additional partition and toilet to provide separate accommodations for colored smokers and non-smokers	Only important stations are provided with separate waiting rooms.	No Ch
Houston & Texas Central	Branch Line	Compartment for colored, not separated between smokers and non-smokers	Provide separate accommodations for colored smokers and non-smokers	Separate waiting rooms at important stations only	No Ch

TEXAS.

PASSENGER CARS		DEPOT WAITING ROOMS		DEPOT TOILET ROOMS		Estimate of cost	Remarks
	Proposed	Present	Proposed	Present	Proposed		
ite and one d. Neither	Divide coach to provide separate accommodations for smokers	No Separate waiting rooms	Provide separate waiting rooms for colored	No separate toilet facilities	No Change	$ 9000.	Colored travel extremely light
ment with ded for arate acc- colored	Provide separate compartment with toilet for colored smokers	Only important stations have separate waiting rooms.	No Change	Separate toilet facilities at important stations only	No Change	$ 500.	
aches pro- ccommoda- d smokers	No Change	Separate waiting rooms at important stations only	No Change	Separate toilet facilities at important stations only	No Change		
e separate colored mokers e only one olored. mokers not	Construct additional partition and toilet to provide separate accommodations for colored smokers and non-smokers	Separate waiting rooms at important stations only	No Change	Separate toilet facilities at important stations only	No Change	$ 1700.	
aches pro- ment for parate r colored	Provide partition and additional toilet to afford separate accommodations for colored smokers	75% of stations have separate and equal waiting rooms: 25% do not have separate waiting rooms.	No Change	Separate toilet facilities at important stations only	No Change	5800.	
nly with ed for rate acco- lored	Provide separate accommodations for colored smokers and non-smokers	Separate waiting rooms provided at more important stations only	No Change	Separate toilet facilities at more important stations only	No Change	$ 1200.	
		Separate and equal waiting rooms provided	No Change	Separate and equal toilet facilities provided	No Changes		
ly for rate colored	Construct additional partition and toilet facilities to provide separate accommodations for colored smokers & non-smoker	Only important stations have separate waiting rooms	No Change	Only important stations have separate toilet facilities	No Change	$ 1200.	
nts pro- smokers	No Change	146 stations with two waiting rooms and 24 with only one	No Change	No separate toilet facilities except at the more important stations	No Change	$ 3300.	Where separate accommodations a provided the colored travel is light and colored population sp
ine trains artments s & non- ant trains artment	Provide separate compartments for colored smokers where not already provided.		No Change				
ly for ate vided for	Construct additional partition and toilet to provide separate accommodations for colored smokers and non-smokers	Only important stations are provided with separate waiting rooms.	No Change	Only important stations provided with separate toilet facilities	No Change	2200.	
lored, not mokers	Provide separate accommodations for colored smokers and non-smokers	Separate waiting rooms at important stations only	No Changes	No separate toilet facilities except at the more important stations	No Changes	$ 2700.	
					Carried fwd	$27600.	

POT WAITING ROOMS		DEPOT TOILET ROOMS			
t	Proposed	Present	Proposed	Estimate of cost	Remarks
te rooms	Provide separate waiting rooms for colored	No separate toilet facilities	No Change	$ 9000.	Colored travel extremely light
ortant have waiting	No Change	Separate toilet facilities at important stations only	No Change	$ 500.	
waiting import-ions	No Change	Separate toilet facilities at important stations only	No Change	$ 1700.	
waiting import-tions	No Change	Separate toilet facilities at important stations only	No Change	5800.	
stations parate al wait-ms: 25% have sep-aiting	No Change	Separate toilet facilities at important stations only	No Change	$ 1200.	
e waiting provided at important ns only	No Change	Separate toilet facilities at more important stations only	No Change	$ 1200.	
te and waiting provided	No Change	Separate and equal toilet facilities provided	No Changes	$ 1200.	
mportant ns have te waiting	No Change	Only important stations have separate toilet facilities	No Change	$ 3300.	
tations with aiting rooms 4 with only	No Change No Change	No separate toilet facilities except at the more important stations	No Change	$ 2200.	Where separate accommodations are not provided the colored travel is extremely light and colored population sparce.
important ons are ded with rate waiting .	No Change	Only important stations provided with separate toilet facilities	No Change	$ 2700.	
ate waiting at impott-tations only	No Changes	No separate toilet facilities except at the more important stations	No Changes	Carried fwd $27600.	

TEXAS (Continued)

Name of Line	Trunk Line or Branch Line	PASSENGER CARS Present	PASSENGER CARS Proposed	DEPOT WAITING ROOMS Present	DEPOT WAITING ROOMS Prop
Houston, East & West Texas	Branch Line	2 compartment coaches with 2 toilets provides separate accommodations for colored smokers and non-smokers	No Change	Separate and equal waiting rooms	No Ch
International & Great Northern	Trunk Lines	2 compartment coaches provides one compartment for colored but no separate accommodations for colored smokers.	Provide additional partition and 1 toilet to afford separate accommodations for colored smokers and non-smokers	75% of stations have separate & equal waiting rooms. 25% of stations have only one waiting room	No C
Kansas City, Mexico & Orient of Texas	Branch Line	1/2 coach with one toilet for colored. Smokers and non-smokers not separated	Construct additional partition and toilet to provide separate accommodations for colored smokers and non-smokers	26 stations with and 7 without separate waiting rooms	No C
Kansas City Southern	Trunk Line	3 compartment coaches with toilet in each compartment one for white and one for colored smokers and one for colored non-smokers	No Change	Separate and equal waiting rooms.	No
Missouri, Kansas & Texas of Texas	Trunk Lines	Separate compartments provided for colored smokers & non-smokers but only one toilet for use of both.	Provide separate toilet for colored smokers.	79% of stations have separate and equal waiting rooms. 21% have only one waiting room	No
	Branch Lines	Only one compartment with one toilet provided for colored, with no separate accommodations for colored smokers	Provide separate accommodations with separate toilets for colored smokers and non-smokers		
New Orleans, Texas & Mexico	All Lines	One compartment with toilet for colored. No separate accommodations for colored smokers	Construct additional partition and toilet to provide separate accommodations for colored smokers and non-smokers.	Separate and equal waiting rooms.	N
St. Louis, Brownsville & Mexico	All Lines	One compartment with one toilet for colored. No separate accommodations for colored smokers.	Provide separate compartments for colored smokers and non-smokers	Separate and equal waiting rooms at more important stations only.	N
St. Louis, San Francisco & Texas	Trunk Lines	Separate compartments each with toilet furnished separate accommodations for colored smokers and non-smokers	No Change	Separate waiting rooms provided at the more important stations only	N
	Branch Lines	One compartment with one toilet furnished for colored. No separate accommodations for colored smokers	Provide separate compartments for colored smokers and non-smokers		
St. Louis, Southwestern of Texas	Trunk Lines Branch Lines	One compartment with one toilet for colored. No separate accommodations for smokers	Provide separate compartments for colored smokers and non-smokers	90% of stations have separate and equal waiting rooms. 10% have only one waiting room	

TEXAS (Continued)

PASSENGER CARS		DEPOT WAITING ROOMS		DEPOT TOILET FACILITIES			
Present	Proposed	Present	Proposed	Present	Proposed	Estimate of cost	Remar
					Brought forward	$27600.	
mpartment coaches with oilets provides separate mmodations for colored kers and non-smokers	No Change	Separate and equal waiting rooms	No Change	No separate toilet facilities	No Change		Separate toilets r
mpartment coaches pro- s one compartment for red but no separate mmodations for colored ers.	Provide additional partition and 1 toilet to afford separate accommodations for colored smokers and non-smokers	75% of stations have separate & equal waiting rooms. 25% of stations have only one waiting room	No Change	Separate toilet facilities at important stations only	No Change	$ 6600.	Where separate wai vided the colored separate toilet fa Law
coach with one toilet colored. Smokers and mokers not separated	Construct additional partition and toilet to provide separate accommodations for colored smokers and non-smokers	26 stations with and 7 without separate waiting rooms	No Change	No separate toilet facilities	No Change	$ 1200.	Little colored trav stations being give
partment coaches with t in each compartment or white and one for ed smokers and one for ed non-smokers	No Change	Separate and equal waiting rooms.	No Change	No separate toilet facilities	No Change		Separate toilet fac State law.
ate compartments pro- for colored smokers & okers but only one for use of both.	Provide separate toilet for colored smokers.	79% of stations have separate		Separate toilet facilities			
ne compartment with ilet provided for d, with no separate odations for colored s	Provide separate accommodations with separate toilets for colored smokers and non-smokers	and equal waiting rooms. 21% have only one waiting room	No Change	at important stations only. No separate facilities at small stations	No Change	$ 1200. $ 8300.	At points where on provided there is v The State law does toilet facilities.
mpartment with toilet lored. No separate odations for colored s	Construct additional partition and toilet to provide separate accommodations for colored smokers and non-smokers.	Separate and equal waiting rooms.	No Change	Separate and equal toilet facilities	No Change	$ 1500.	
partment with one for colored. No e accommodations for smokers.	Provide separate compartments for colored smokers and non-smokers	Separate and equal waiting rooms at more important stations only.	No Change	No separate toilet facilities	No Change	$ 5000.	
e compartments each ilet furnished accommodations for smokers and non-smok	No Change	Separate waiting rooms provided at the more important stations only	No Change	Separate toilet facilities at important stations only	No Change		
partment with one furnished for colored rate accommodations red smokers	Provide separate compartments for colored smokers and non-smokers					$ 1200.	
rtment with one r colored. No accommodations for	Provide separate compartments for colored smokers and non-smokers	90% of stations have separate and equal waiting rooms. 10% have only one waiting room	No Change	Separate toilet facilities at more important stations only	No Change	$ 6900.	Very little colored where only one waiti vided
					Carried forward	59500.	

TEXAS (Continued)

DEPOT WAITING ROOMS		DEPOT TOILET FACILITIES		Estimate of cost	Remarks
Present	Proposed	Present	Proposed		
			Brought forward	$27600.	
Separate and equal waiting rooms	No Change	No separate toilet facilities	No Change		Separate toilets not required by State Law
75% of stations have separate & equal waiting rooms.	No Change	Separate toilet facilities at important stations only	No Change		
25% of stations have only one waiting room				$ 6600.	Where separate waiting rooms are not provided the colored travel is very light. No separate toilet facilities required by State Law
26 stations with and 7 without separate waiting rooms	No Change	No separate toilet facilities	No Change	$ 1200.	Little colored travel and no complaints. New stations being given separate facilities.
Separate and equal waiting rooms.	No Change	No separate toilet facilities	No Change		Separate toilet facilities not required by State law.
79% of stations have separate and equal waiting rooms. 21% have only one waiting room	No Change	Separate toilet facilities at important stations only. No separate facilities at small stations	No Change	$ 1200. $ 8300.	At points where only one waiting room is provided there is very little colored travel The State law does not require separate toilet facilities.
Separate and equal waiting rooms.	No Change	Separate and equal toilet facilities	No Change	$ 1500.	
Separate and equal waiting rooms at more important stations only.	No Change	No separate toilet facilities	No Change	$ 5000.	
Separate waiting rooms provided at the more important stations only	No Change	Separate toilet facilities at important stations only	No Change	$ 1200.	
90% of stations have separate and equal waiting rooms. 10% have only one waiting room	No Change	Separate toilet facilities at more important stations only	No Change	$ 6900.	Very little colored travel at stations where only one waiting room is provided
			Carried forward	59500.	

TEXAS (Cont

Name of Line	Trunk Line or Branch Line	PASSENGER CARS Present	PASSENGER CARS Proposed	DEPO Present
San Antonio & Arkansas Pass	Branch Lines	2 compartments with toilets provided for colored affords separate accommodations for colored smokers and non-smokers	No Change	80% of st with, 20% out separ waiting r
San Antonio, Uvalde & Gulf	Branch Lines	One compartment with one toilet provided for colored No separate accommodations for colored smokers	Provide separate compartments for colored smokers and non smokers	Separate equal wai rooms
Southern Pacific Lines	Trunk Lines	2 compartment coaches with 2 toilets provides separate accommodations for colored smokers and non-smokers	No Change	70% of st have sepa and equal let facil
	Branch Lines	One compartment with 1 toilet for colored but no separate accommodations for colored smokers	Provide separate compartments for colored smokers and non-smokers	30% of st have only waiting r
Texas & Pacific	Trunk Lines	50% of trains divided coaches with separate compartment for colored smokers and non-smokers. 50% of trains have combination baggage & coach used by colored. No compartment for colored smokers.	Construct additional partition and toilet to provide separate accommodations for colored smokers and non-smokers in trains where not now provided	80% of de have sepa and equal ing room of depots only one ing room.
	Branch Lines	One compartment for colored No separate compartment for colored smokers	Provide separate compartments for colored smokers.	75% of de have sepa and equal ing room of depot only one ing room
Texas Midland	Branch Line	Two compartments for colored provide separate accommodations for colored smokers and non-smokers	No Change	45% of have wa rooms a 55% of have on waiting
Union Terminal of Dallas	Trunk Line Terminal			Separa equal rooms
Weatherford, Mineral Wells & Northwestern	Branch Line	Coach with 2 toilets used by colored but smokers and non-smokers not separated	Partition coach to provide separate compartment for colored smokers	Separa equal rooms
Wichita Falls & Northwestern	Branch Line	One compartment with one toilet for colored. No separate accommodations for colored smokers	Construct additional partition and toilet to provide separate accommodations for colored smokers and non-smokers	Separa equal rooms ant sta only
Wichita Valley	Branch Line	One compartment only for colored. No separate accommodations for colored smokers.	Provide partition and additional toilet to afford separate accommodations for colored smokers and non-smokers.	Separat equal w rooms a ant sta only.

TEXAS (Continued)

ine ch	PASSENGER CARS		DEPOT WAITING ROOMS		DEPOT TOILET FACILITIES			
	Present	Proposed	Present	Proposed	Present	Proposed	Estimate of cost	
						Brought forward	$ 59500.	
ines	2 compartments with toilets provided for colored affords separate accommodations for colored smokers and non-smokers	No Change	80% of stations with, 20% without separate waiting rooms	No Change	Separate toilet facilities at important stations only	No Change		Very litt only one
ines	One compartment with one toilet provided for colored No separate accommodations for colored smokers	Provide separate compartments for colored smokers and non smokers	Separate and equal waiting fooms	No Change	Separate toilet facilities at important stations only	No Change	2800.	State law facilitie
nes	2 compartment coaches with 2 toilets provides separate accommodations for colored smokers and non-smokers	No Change	70% of stations have separate and equal toilet facilities	No Change	Separate toilet facilities at important stations only	No Change		
ines	One compartment with 1 toilet for colored but no separate accommodations for colored smokers	Provide separate compartments for colored smokers and non-smokers	30% of stations have only one waiting room				9700.	At statio provided state law facilitie
es	50% of trains divided coaches with separate compartment for colored smokers and non-smokers. 50% of trains have combination baggage & coach used by colored. No compartment for colored smokers.	Construct additional partition and toilet to provide separate accommodations for colored smokers and non-smokers in trains where not now provided	80% of depots have separate and equal waiting rooms. 20% of depots have only one waiting room.	Construct separate and equal waiting rooms where not now provided	Toilet facilities not separated between races	No Change	4200.	
nes	One compartment for colored No separate compartment for colored smokers	Provide separate compartments for colored smokers.	75% of depots have separate and equal waiting rooms. 25% of depots have only one waiting room	Construct separate and equal waiting rooms where not now provided	Toilet facilities not separated between races	No Change	4400.	
e	Two compartments for colored provide separate accommodations for colored smokers and non-smokers	No Change	45% of stations have waiting rooms separate 55% of stations have only one waiting room	No Change	Toilet facilities separate at important stations only	No Change		
			Separate and equal waiting rooms	No Change	Separate and equal toilet facilities	No Change		
	Coach with 2 toilets used by colored but smokers and non-smokers not separated	Partition coach to provide separate compartment for colored smokers	Separate and equal waiting rooms	No Change	Separate and equal toilet facilities	No Change	500.	
m	One compartment with one toilet for colored. No separate accommodations for colored smokers	Construct additional partition and toilet to provide separate accommodations for colored smokers and non-smokers	Separate and equal waiting rooms at important stations only	No Change	Separate and equal toilet facilities at important stations only	No Change	1400.	
	One compartment only for colored. No separate accommodations for colored smokers.	Provide partition and additional toilet to afford separate accommodations for colored smokers and non-smokers.	Separate and equal waiting rooms at important stations only.	No Change	Separate and Equal toilet facilities at important stations only	No Change	1200.	
					Total for Texas		$ 83700.	

S (Continued)

DEPOT WAITING ROOMS		DEPOT TOILET FACILITIES			
Present	Proposed	Present	Proposed	Estimate of cost	Remarks.
		Brought forward		$ 59500.	
80% of stations with, 20% without separate waiting rooms	No Change	Separate toilet facilities at important stations only	No Change		Very little colored travel at points where only one waiting room is provided
Separate and equal waiting rooms	No Change	Separate toilet facilities at important stations only	No Change	2800.	State law does not require separate toilet facilities
70% of stations have separate and equal toilet facilities: 30% of stations have only one waiting room	No Change	Separate toilet facilities at important stations only	No Change	9700.	At stations where only one waiting room is provided the colored travel is light. The state law does not require separate toilet facilities.
80% of depots have separate and equal waiting rooms. 20% of depots have only one waiting room.	Construct separate and equal waiting rooms where not now provided	Toilet facilities not separated between races	No Change	4200.	
75% of depots have separate and equal waiting rooms. 25% of depots have only one waiting room	Construct separate and equal waiting rooms where not now provided	Toilet facilities not separated between races	No Change	4400.	
45% of stations have waiting rooms separate: 55% of stations have only one waiting room	No Change	Toilet facilities separate at important stations only	No Change		
Separate and equal waiting rooms	No Change	Separate and equal toilet facilities	No Change		
Separate and equal waiting rooms	No Change	Separate and equal toilet facilities	No Change	500.	
Separate and equal waiting rooms at important stations only	No Change	Separate and equal toilet facilities at important stations only	No Change	1400.	
Separate and equal waiting rooms at important stations only.	No Change	Separate and Equal toilet facilities at important stations only	No Change	1200.	
		Total for Texas		$ 83700.	

Office of Regional Director, Southwest Region

St. Louis, Mo., November 8, 1918.

Recapitulation

TOTAL for	ARKANSAS	$15,500.
" "	LOUISIANA	4,700.
" "	OKLAHOMA	21,100.
" "	TEXAS	83,700.
GRAND TOTAL		$125,000.

E-67-5

TELEGRAM

THE DIRECTOR GENERAL OF RAILROADS

Sent from Washington, D. C., December 4, 1918., 1918

John R. Shillady,
Secretary, National Association for Advancement of Colored People,
Seventy Five Fifth Avenue,
New York, N. Y.

a

Your telegram of the twenty-ninth was received while I was on an inspection trip of the railroads. I was not aware of the order to which you refer, but I am looking into the matter and will advise you later.

b

W. G. McADOO.

Frank 26786-C

Form [illegible]-18

FILE NO.

UNITED STATES RAILROAD ADMINISTRATION

W. G. McADOO, DIRECTOR GENERAL

SUBJECT:

December 4, 1918.

MEMORANDUM FOR MR. OSCAR A. PRICE:

I inclose herewith a copy of the letter sent out under date of November 7th to Mr. Markham, with copies to the Regional Directors, with respect to extending the practice of employing negroes in train and engine service.

Mr. Aishton's acknowledgement merely advised that he would call the matter to the attention of the Federal and General Managers interested.

C. R. Gray.

LIBRARY OF THE UNITED STATES

Copy.

November 7th, 1918.

Mr. C. H. Markham,
Regional Director,
Philadelphia, Pa.

Dear Sir:

Replying to your letter of October 31st, in regard to the employment of negro firemen and hostlers.

I think it advisable that instructions be issued to Federal Managers that the employment of negro firemen, hostlers, switchmen, brakemen, etc., is not to be extended beyond the practice heretofore existing, and caution them against employing negroes for this class of service upon any line or in any service where they have not heretofore been employed, or to take the places of white men.

Yours very truly,

(Signed) C. R. Gray.

Copies to -

Mr. R.H.Aishton, Regional Director, Chicago, Ill.,
Mr.B.F.Bush, Regional Director, St. Louis, Mo.,
Mr. Hale Holden, Regional Director, Chicago, Ill.,
Mr. N.D.Maher, Regional Director, Roanoke, Va.,
Mr. A.H.Smith, Regional Director, New York, N.Y.
Mr. B. L.Winchell, Regional Director, Atlanta, Ga.

NATIONAL ARCHIVES OF THE UNITED STATES

Form G-18

FILE NO.

UNITED STATES RAILROAD ADMINISTRATION

W. G. McADOO, DIRECTOR GENERAL OF RAILROADS

SUBJECT:

December 6, 1918.

MEMORANDUM for the Director General:

I attach your file relating to instructions relative to employment of negro firemen, hostlers, etc.

In my opinion the best way to handle this matter is for Mr. Gray to write a letter substantially as follows to the Regional Directors:

a

"Please refer to my letter of November 7th to Regional Director Markham, copies of which were sent to the other Regional Directors, relative to negro firemen, hostlers, etc. The letter has created the impression that it attempts to place new and additional obstacles in the way of the employment of negroes. Such is not the intention of the Railroad Administration and therefore, in order to prevent any misconception, the letter is withdrawn.

"The representatives of the Railroad Administration should handle this highly important matter with sympathetic desire not to add to the difficulties under which the colored race labors, and at the same time with a full appreciation of the condition that it is frequently an injury rather than a service to the negroes to force them into employment where race prejudice will be engendered anew. The problem needs to be handled with discretion and sympathy and always with the necessary regard for the requirements established in pre-existing working conditions."

B

Mr. Gray concurs with me that this letter is in the proper form.

Mr. Gray tells me you have in mind the question whether it may not be preferable for you to send the letter to the Regional Directors on this subject. In my judgment the better plan is for the letter now sent to go through the same channel as the letter formerly sent, otherwise it seems to me there is an undue and possibly an unfortunate emphasis on the situation.

At the same time it will naturally be appropriate for you to send a letter to Mr. Shillady advising him of the disposition of the subject. I attach as a suggestion draft of letter to Mr. Shillady.

NATIONAL ARCHIVES OF THE UNITED STATES

While it is desirable to remove the unfortunate effects of the letter that was written, it is also equally desirable to avoid bringing about a lot of unfortunate effects through any possible encouragement to Federal Managers to rush in and employ negroes and thereby stir up race agitation, which is likely to result not only in tie-ups of railroad operation but also in injury to the negro situation. I have no doubt that in many instances a Federal Manager has a sort of subconscious desire to employ negroes, who are not members of labor unions, rather than employ white men who are. Any stimulation to this desire is going to cause trouble to the Railroad Administration and also to negroes.

Therefore, I think any letter of withdrawal must be so worded as not to let the Federal Managers feel that they are now free, and in fact expected, to go ahead regardless of understandings with organized labor, and regardless of settled prejudices which cannot safely be ignored, and employ negroes. The letter, therefore, to the Regional Directors has been worded as carefully as possible to meet honestly both sides of the problem. These considerations strengthen my conviction that it is wiser for the letter to be signed by Mr. Gray in regular course rather than by you.

W.D.H.

R

THE NATIONAL ARCHIVES OF THE UNITED STATES

60096

E-67-5

File

UNITED STATES FOOD ADMINISTRATION

WASHINGTON, D. C.

December 6, 1918.

IN YOUR REPLY REFER TO

OFFICE OF DIRECTOR GENERAL OF RAILROADS

PERSONAL.

Honorable William G. McAdoo,
Director General of Railroads,
Treasury Department.

Dear Mr. McAdoo:

I am in receipt of your letter of December 4th, and wish to thank you for the attention given my letter of November 30th and for the promise to advise further in this matter when you arrive at the facts as to why the order, copy of which was enclosed in my letter, had been issued.

Permit me to say that I was rather embarrassed in noticing in various publications that a certain organization, known as the National Association for the Advancement of Colored People, John R. Shillady, Secretary, had been doing a great deal of advertising, suggesting that they had taken this same matter up with you. My note to you had no connection with this organization's propaganda, and my letter on the subject was written without the knowledge that the organization in question had taken the matter up with you.

I am not at all in sympathy with the manner in which this organization seeks to create a favorable impression for its members and at the same time the organization seems to be using this means to keep the colored people in a disturbed and restless state of mind, without accomplishing much in their favor. The enclosed clipping is a sample of their propaganda.

If your examination into the facts of the case make it worth while that some counteracting form of publicity be entered into, I shall be glad to take over the presentation of same, if deemed advisable.

Very truly yours,

Ernest T. Attwell

1 enclosure.

N. A. A. C. P. Protests To Director-General McAdoo Against Order Discriminating Against Negroes In Railroad Employment

New York, Dec. 1.—The National Association for the Advincement of Colored People, through its Secretary John R. Shillady of New York, makes public the following telegram to the Director General of Railroads, William G. McAdoo, a copy of which was also wired to President Wilson. The Association requests from the Director General a full explanation of an order addressed to Northwestern Rail roads by Regional Director R. H. Aishton, in which it is stated that, "The conditions under which Negroes are employed as firemen, hostlers, switchmen, brakemen, ecetera, are not to be extended beyond the practice heretofore existing, and you are cautioned against employing Negroes for this class of service or in any service not heretofore open to them nor take the places of white men. The Association's telegram follow:

November 29,1918.

Hon. William G. McAdoo,
Director General of Railroads,
United States Railroad Administrat'n,
Washington, D. C.

National Association for Advancement of Colored People is in possession of copy of order of Regional Director R. H. Aishton of November thirteenth addressed to Northwestern Railroads on subject of employment of Negroes in which Director Aishton says as follows: "The conditions under which Negroes are employed as firemen, hostlers, switchmen, brakemen, etcetera, is not to be extended beyond the practice heretofore existing, and you are cautioned against employing Negroes for this class of service or in any service not heretofore open to them nor take the places of white men."

On behalf of this Association with one hundred fifty branches and forty two thousand members in thirty-eight states, many of these branches being in Northwestern states and directly affected by this order, as well as on behalf of the colored people generally, we request full explanation of order discriminating against employment of Negroes in so sweeping and flagrant a manner. This order, unless repudiated by you as Director General of Railroad Administration, clearly places United States Government in position of approving race prejudice and denying opportunity for employment to a class of citizens on ground of color. Today's newspapers tell story of entire Negro regiment, for gallantry in great offensive in Champagne in September and October, 1918, being granted Croix de Guerre as result of French army order. While France is thus honirong American soldiers shall America deny to their fellows at home right of employment in industry now under government control and supervision?

National Association for Advancement of Colored People,

JOHN R. SHILLADY, Secretary.

November 29, 1918.

Hon. Woodrow Wilson,
President of the United States,
Washington, D. C.

National Association for Advancement of Colored People has addressed following telegram to Director General of Railroads William G. McAdoo and believes this matter is of sufficiently grave concern to warrant your attention. We appeal to your high sense of justice for proper consideration of this important matter.

E-67-5
~~P-20-10~~
AMB.

December 4, 1918.

PERSONAL

Dear Sir:

I have your letter of November 30th enclosing copy of an order issued by Mr. R. H. Aishton, Regional Director at Chicago, concerning the employment of Negroes. I knew nothing about this order and have asked for the reasons for its issuance. I shall communicate again with you further as soon as I get the facts.

Very truly yours,

Ernest T. Attwell, Esq.,
U. S. Food Administration,
Washington, D. C.

~~R-D-10~~ E-67-5 Day

December 4, 1918.

Dear Mr. Peabody:

I am just in receipt of your letter of the 29th ultimo. As you know, I have been absent for more than a week on a railroad inspection trip. I had no knowledge of the order issued by Mr. Aishton, Regional Director at Chicago, concerning the employment of Negroes until your letter and one from another source came advising me of it. I have asked Mr. Aishton for the reasons for his order and as soon as I get the facts I shall communicate with you again.

When the Government took the railroads over many of them had agreements with the unions which I understand provided that the employment of Negroes should be restricted to certain services. The unions are always very insistent upon the observance of these agreements. I presume that Mr. Aishton's order must have been issued in consequence thereof, but I shall give you the facts when I get them. You know my sympathetic attitude about the Negro problem and my earnest desire to see that justice is done to them.

Cordially yours,

George Foster Peabody, Esq.,
Saratoga Springs, N. Y.

59056

OFFICE OF
DIRECTOR GENERAL

UNITED STATES FOOD ADMINISTRATION

WASHINGTON, D. C.

November 30, 1918.

IN YOUR REPLY REFER TO

PERSONAL.

Honorable William G. McAdoo,
United States Railroad Administration,
Washington, D. C.

Dear Mr. McAdoo:

The letter you sent me over your personal signature, under date of November 21, 1918, indicates a spirit and consideration that are very encouraging.

However, this morning I am just in receipt of a newspaper published in Chicago which contains a very unusual and seemingly unnecessary advertisement, the newspaper in question indicating some limitations and discriminations against colored workers, which advertisement or notice, if deemed necessary, could have been issued as an order with less confusion if forwarded through official or direct channels. The order is indefinite because it refers to "the conditions under which Negroes are employed", when your attitude and the attitude of every one who is fair minded on the question indicate that there is room for improvement of such conditions.

Of course, the Negroes throughout the country feel that this reference to conditions applies to the unequal wage situation that has previously obtained in the railroad service, and from your letter I am led to believe that you have already issued an equal wage order that covers any such discrimination.

This peculiar advertisement of your regional director against "employing Negroes" makes for unrest and discouragement among a racial group in this country that seems unfortunate.

Very truly yours,

Ernest T. Attwell.

1 enclosure.

UNITED STATES RAILROAD ADMINISTRATION
W. G. McAdoo, Director General
WASHINGTON, D. C.
NORTHWESTERN REGION

November 13th, 1918.
File 60-1-16.

TO NORTHWESTERN RAILROADS:

EMPLOYMENT OF NEGROES

The conditions under which negroes are employed as firemen, hostlers, switchmen, brakemen, et cetera, is not to be extended beyond the practice heretofore existing, and you are cautioned against employing negroes for this class of service not heretofore open to them nor to take the places of white men.

Yours truly,

R. H. AISHTON, Regional Director.

GRATITUDE

Mr. Aishton speaks for Mr. McAdoo. The same McAdoo who told our people that none had done more for the nation in and out of war than they. As Aishton is working under orders of Secretary McAdoo, so apparently is Secretary McAdoo working in this instance under orders of the Federation of Labor.

This latest discrimination issued as an industrial order coming from one of the most important departments of the government, and affecting a portion of the most loyal citizenry, comes with improper grace at this time, when democracy is being loudly proclaimed as the panacea for all social and industrial evils.

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT COMMERCIAL NAT'L BANK BLDG., 14th & G STS., N. W. WASHINGTON, D. C. ALWAYS OPEN

NOV 29 1918

RECEIVED 29 8 E 1/70

29 NEYORK NY 1130P 29

1918 NOV 29 PM 2 19

HON WILLIAM G MCADOO

DIRECTOR GENERAL OF RAILROADS WITHDRAWES RAILROAD ADMINISTRATION

WASHINGTON DC

NATIONAL ASSOCIATION FOR ADVANCEMENT OF COLORED PEOPLE IS IN POSSESSION OF COPY OF ORDER OF REGIONAL DIRECTOR R E ALBURN OF SOUTHERN TERRITORY ADDRESSED TO SOUTHERNERN RAILROADS OF STRIKE OF REPAIRMEN OF NEGROES IN WHICH DIRECTOR ALBURN SAYS AS FOLLOWS QUOTE THE CONDITIONS UNDER WHICH NEGROES ARE EMPLOYED AS FIREMEN HOSTLERS SUPPLY MEANING RECEIVED IS NOT TO BE EXTENDED BEYOND PRACTICE HERETOFORE EXISTING AND YOU ARE CAUTIONED AGAINST EMPLOYING NEGROES.

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT COMMERCIAL NAT'L BANK BLDG., 14th & G STS., N. W. WASHINGTON, D. C. ALWAYS OPEN

1918 NOV 29 PM 2 19

ELGIN SHEP 2/100

FOR THIS CLASS OF SERVICE OR IN ANY SERVICE NOT HEREFORE OPEN TO THEM
NOR TO TAKE THE PLACE OF WHITE MEN HAD QUOTE ON BEHALF OF THIS
ASSOCIATION WITH ONE HUNDRED FIFTY BRANCHES AND FORTY TWO THOUSAND
MEMBERS IN THIRTY EIGHT STATES MANY OF THESE BRANCHES BEING IN NORTH-
WESTERN STATES AND MINISTRY AFFECTED BY THIS ORDER AS WELL AS
ON BEHALF OF COLORED PEOPLE GENERALLY WE REQUEST FULL EXPLANATION
OF ORDER DISCRIMINATING AGAINST EMPLOYMENT OF NEGROES IN SO SWEEPING
AND FLAGRANT A MANNER THIS ORDER WILLS REVOKED BY YOU AS
DIRECTOR GENERAL OF RAILROAD ADMINISTRATION CLAIMS PLACE REPRESENTS
GOVERNMENT .

Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT COMMERCIAL NAT'L BANK BLDG., 14th & G STS., N. W. WASHINGTON, D. C. ALWAYS OPEN

1918 NOV 29 PM 2 19

NL=NY SEP NP 3 3/26

IN POSITION OF APPROVING RACE PREJUDICE AND DENYING
OPPORTUNITY FOR ENLIGHTENMENT TO A CLASS
OF CITIZENS ON GROUND OF COLOR TODAYS NEWSPAPERS
TELL STORY OF ENTIRE NEGRO REGIMENT FOR GALLANTRY
IN GREAT OFFENSIVE IN CHAMPAGNE IN SEPTEMBER AND
OCTOBER 1918 MEANS CHANGED CREEK BE CURSE AS
REWARD OF FRENCH ARMY GUNS WHILE FRANCE IS
THUS ROBBING AMERICAN SOLDIERS SMALL AMERICA DEBT TO
THEIR FELLOWS AS SOME RIGHT OF ENLIGHTENMENT IN INDUSTRY
NOW UNDER GOVERNMENT CONTROL AND SUPERVISION

NATIONAL ASSOCIATION FOR ADVANCEMENT OF COLORED
PEOPLE JOHN

R SHILLADY SECRETARY SEVENTY FIFTH AVENUE NEWYORK.

OFFICE OF
DIRECTOR GENERAL
OF RAILROADS

Personal

59057

Saratoga Springs
New York

DEC 2 1918

November 29, 1918.

Dear Mr. Director-General:

I am just in receipt of the enclosed communication from some very earnest people representing Chicago, Philadelphia and New York. Mr. Graves of Chicago being Mr. Rosenwald's secretary, as I recall, and some of the other signers being Quakers and also Negroes. They are all excellent men who want, of course, to secure all that can be obtained in the best possible way, and as you will observe they have tried to avoid publicity in this communication.

I know that you are more than driven with your work, but in view of our conversation respecting this issue the other day I thought you would like to have called to your attention this order which was not referred to in our discussion.

I go to New York tomorrow, Saturday, to be there for ten days at the City Club, 55 West 44th Street, my office being 25 Broad Street.

I am, with high appreciation,

Very truly yours,

George Foster Peabody

Hon. William Gibbs McAdoo,
Director-General of Railroads,
Washington, D. C.

COLUMBUS, OHIO.

Nov. 25, 1918.

George Foster Peabody, Esq.,

Saratoga Springs, N.Y.

Dear Mr. Peabody,

Because of your friendliness for the Negro, and because of your personal acquaintance with officials in Washington, we desire to call your attention to the following copy of an order restricting the employment of colored men on railroads:--

"UNITED STATES RAILROAD ADMINISTRATION.

"W. G. McAdoo, Director General.

"NORTH-WESTERN REGION.

"Nov. 13th, 1918.
"File 60-1-16.

"TO NORTH-WESTERN RAILROADS:

"EMPLOYMENT OF NEGROES.

"The conditions under which negroes are employed as firemen, hostlers, switchmen, brakemen, etcetera, is not to be extended beyond the practice heretofore existing, and you are cautioned against employing negroes for this class of service or in any service not heretofore open to them nor to take the places of white men.

"Yours truly,

"R. H. AISHTON,

"Regional Director."

COLUMBUS, OHIO.

While this order is addressed "To North-Western Railroads," it is to be presumed that it is general to all railroads in this country employing Negroes.

The undersigned are shocked by this apparent attitude of our Government toward many of the 250,000 Negro soldiers, who are soon to be absorbed back into industrial life, and toward those migrants from the South who have hoped that they might be permitted to advance, in the North at least, beyond the Dixie limit, --but only in case of proved individual worthiness.

We are at a loss to understand how those in high authority at Washington can satisfy Negroes that they really have been fighting for freedom when, on returning victorious, these soldiers find themselves confronted with a barrier against advancement, solely because they are Negroes. Overseas and at home, our colored soldiers and civilians have "gone over the top" on every war proposition advanced by the Government. They have done this cheerfully, eagerly, loyally. They have placed behind them wrongs flagrant, innumerable, and long standing. They have said, "Now we will give our lives, our money, our labor. But after the war, after the war, we shall expect and demand an even chance to reach the highest position we are capable of, without discrimination on account of our color."

COLUMBUS, OHIO.

We look forward with apprehension to the disillusionment of the black heroes when they come marching home and learn of this order by the Government they have risked all to uphold.

We are in Columbus attending the annual conference of the National Urban League and its twenty-eight local branches. Feeling the unwisdom of publicity, inevitable from a discussion in open meeting of this railroad order, we are keeping knowledge of it, for the present at least, from our white and colored friends here assembled.

It is our joint opinion that we should send the text of the order to you, with the request that, if you consider such course wise, you suggest respectfully to the proper officials in Washington that the instructions thus sent out be annulled and recalled. We suggest that--again if you approve--you recommend to these officials a firm stand against the pressure of selfish men, and in favor of giving the colored man an equal chance with the white man to climb as high in the industrial world as his capacity justifies. Such course, we believe, would crystallize the Negro love of country into a lasting factor for good in national progress. To deny him his rights, now that he has learned military organization, we fear might bring a disaster upon us all.

COLUMBUS, OHIO.

We have ample evidence at our Conference here that an unrest is even now developing in the South, which needs only knowledge of some such order as this we are sending you to fan it into a real menace.

We remember with pleasure your presence and your address at the Urban League Conference in New York last year. We miss you in Columbus. We ask you to share with us the responsibility of the knowledge this letter contains. We hope you can see your way to carry out ~~the~~ our suggestion, and that in so doing your good offices may be successful.

Respectfully yours,

William C. Graves,
Director Chicago Urban League.

Horace J. Bridges,
Director Chicago Urban League.

Minnie Hall
Executive Secretary,
Chicago Urban League.

C. Hollon Haworth Wood
President Nat League on Urban Conditions among Negroes

Eugene Kinckle Jones,
Executive Secretary, National Urban League.

John Thompson Emlen
Secretary & Treas.
Armstrong Assn of Phila.

E-67-5

[redacted]

[redacted]

My dear Mr. Gilmore:

[redacted]

[redacted]

Mr. Reginald A. Gilmore,
[redacted]
[redacted]

Form G—19

Mr. Price

UNITED STATES RAILROAD ADMINISTRATION

W. G. McADOO, DIRECTOR GENERAL

FILE NO. ~~P 20-70~~ E-67-5

SUBJECT

Nov. 21, 1918.

File

MEMORANDUM for MR. HINES:

Here is a very intelligent letter from Ernest T. Attwell, Director of the Negro Section of the Food Administration. The points he makes in his memorandum impress me very greatly. Many of these I have already dealt with, as you know, through the instructions I gave some time ago to Regional Directors to do everything they could to assure just and considerate treatment of the Negro and to remedy many of the conditions of which there is every ground for complaint. These matters, I have no doubt, are progressing satisfactorily, but I am going to take them up with Mr. Winchell and the Federal and General Managers when I meet them in Atlanta next week. Other features of this memorandum, such as the failure to make any provision for Negro travelers getting food on long journeys, etc., have not been brought to my attention. These should have consideration.

I should like you to pass this memorandum along to Mr. Gray and ask him to take up the matter with the Regional Directors concerned. I attach copy of the letter I have sent Mr. Attwell in reply to his.

W. G. M.

NATIONAL ARCHIVES OF THE UNITED STATES

November 21, 1918.

Dear Sir:

Your letter of the 4th instant has just been brought to my attention. I feel a very deep interest in seeing that the Negroes who travel on the railroads shall have just and considerate treatment. Many of the suggestions you make have already been dealt with, and I think that as rapidly as possible the effect of these directions will begin to appear, now that peace is assured and more normal conditions of operation may be resumed on the railroads.

Some time ago I directed that toilet facilities on the trains and in the stations be made adequate and kept in as sanitary condition as possible; that light and heat be provided in the colored sections of the stations; and that as rapidly as possible there should be an improvement in the car accommodations provided for Negroes. These things will be done as rapidly as possible. The other features of your memorandum have been the subject of consideration and every effort will be made to bring about an amelioration of the conditions of which you speak.

I know the delicacy of these problems, being a Southern man myself and one who has always been genuinely interested in the welfare of the Negro race. I have gone very far in trying to help the Negroes throughout the country in the equal wage orders I have issued and in other things I have attempted to do.

As you very properly say in your letter, the questions you have presented cannot be well dealt with through publicity. The effective way is the one I have adopted, of actually setting in motion the practicable reforms.

Very truly yours,

NATIONAL ARCHIVES OF THE UNITED STATES

Mr. Ernest T. Attwell,
Director, Negro Section,
Food Administration,
Washington, D. C.

Mr. Clagett.

Form G—19

UNITED STATES RAILROAD ADMINISTRATION

W. G. McADOO, DIRECTOR GENERAL

FILE NO. E-67-5 ~~P-2-10~~

File Tag

SUBJECT

Nov. 21, 1918.

MEMORANDUM for MR. HINES:

Here is a very intelligent letter from Ernest T. Attwell, Director of the Negro Section of the Food Administration. The points he makes in his memorandum impress me very greatly. Many of these I have already dealt with, as you know, through the instructions I gave some time ago to Regional Directors to do everything they could to assure just and considerate treatment of the Negro and to remedy many of the conditions of which there is every ground for complaint. These matters, I have no doubt, are progressing satisfactorily, but I am going to take them up with Mr. Winchell and the Federal and General Managers when I meet them in Atlanta next week. Other features of this memorandum, such as the failure to make any provision for Negro travelers getting food on long journeys, etc., have not been brought to my attention. These should have consideration.

I should like you to pass this memorandum along to Mr. Gray and ask him to take up the matter with the Regional Directors concerned. I attach copy of the letter I have sent Mr. Attwell in reply to his.

W. G. M.

UNITED STATES RAILROAD ADMINISTRATION
W. G. McADOO, DIRECTOR GENERAL OF RAILROADS
WASHINGTON, D. C.

THEODORE H. PRICE
ACTUARY TO THE R. R. ADMINISTRATION
BALLARD DUNN
ASSISTANT ACTUARY

BUREAU FOR SUGGESTIONS AND COMPLAINTS

In reply please refer to our file No. A3-2737.

November 13, 1918.

My dear Mr. McAdoo:-

I reccommend for your special consideration the enclosed letter from Mr. Campbell A Gilmore of Houston, Texas, suggesting that a reputable colored American should be employed in some capacity in the executive office of the Railroad Administration to tactfully investigate the problems affecting the millions of colored people who use the railroads.

I must say that Mr. Gilmore's suggestion appeals to me.

Yours very truly,

Theo H Price

ACTUARY.

The Hon. W. G. McAdoo,
Director General of Railroads,
Washington, D. C.

THP:MAC.

NOTE.—PLEASE RETURN ALL ENCLOSURES FOR OUR FILES.

CLIFTON F. RICHARDSON
MANAGING EDITOR

Handled by.....
Secondary letter.....
No. 2737

NEWS, BOOKBINDING AND ART PRINTING
PHONE PRESTON 5493
HOUSTON, TEXAS

October
Twenty-six,
1 9 1 8.

Hon. William G. McAdoo,
Director-General Railroads,
Washington, D.C.

Our dear Sir:-

Replying to letter from your office, per Mr. Ballard Dunn, assistant actuary, of the second inst., relative to an editorial under caption of "Poor Railroad Accommodation," beg to advise that we are pleased to note the attention given our editorial complaint and your office's promise to see that all American citizens receive equal accomodations on the governmental controlled and managed railroads of this country.

As representative of the thought and opinion of the colored Americans of this section and the race generally, permit us to advise that the colored citizens throughout the Nation would appreciate it if some sane, reputable colored American could be employed in some capacity, so as to be in the executive office of the Railroad Administration at Washington. Such a man could make investigations with tact and be able to interpret the needs of the situation. As an advisor on the problems affecting the millions of colored patrons, such an individual would be of great value and aid to the railroad system, to the patrons and help in the reduction of friction, as well as add to the general comfort. The Departments of Labor and War have already seen the Wisdom of doing one such thing. We should be glad to suggest capable colored men for your consideration, if interested.

Believing this to be in the best interest of the service, patrons and Republic, we urge that you give same your earnest and considerate attention.

Yours democratically,
THE HOUSTON OBSERVER,
By Campbell P. Gilmore

CFR/S.

Form G-18

File

FILE NO.

E-67-5

UNITED STATES RAILROAD ADMINISTRATION

W. G. McADOO, DIRECTOR GENERAL

SUBJECT:

October 25, 1918.

MEMORANDUM

MR. HINES:

The attached letter of October 15th from Mr. Winchell about the accommodations provided for negroes in the South, together with the accompanying exhibit in the shape of letters from the various Federal and General Managers, have impressed me very much with the necessity of improving the conditions under which negroes travel, as far as it is practicable to do so. Taking into consideration the paramount needs of labor and material for war purposes, much undoubtedly can be done promptly.

The same necessity for improving conditions in stations clearly exists in many cases for both whites and blacks. The sanitary conditions certainly are not tolerable and every effort should be made to improve these at the earliest possible moment. Of course, I do not expect this to be accomplished in a moment, but an intelligent and consistent policy should be applied continuously until the proper results are obtained.

I think it would be well to leave to the discretion of Regional Director Winchell and to Federal Managers under him the proper treatment of the problem, the point is to impress upon them that it should be looked after as promptly as conditions will permit. I would like to have from time to time a report on the progress of this work, especially the work of sanitation, which I consider very important in the interest of the public health.

Please pass this memorandum along to Mr. Gray after you have read it.

W. G. McADOO.

THE NATIONAL ARCHIVES OF THE UNITED STATES

Form G-6

TELEGRAM RECEIVED

File

2—4370

UNITED STATES RAILROAD ADMINISTRATION

W. G. McADOO, Director General of Railroads

Received at Washington, D. C.

~~P 2 0 1 0~~
E-67-5

4mk BI

Atlanta Ga Oct 15 1918

0 933

W G MCadoo

Washington DC

A-~~#~~643. I am sending you today's mail all papers in the matter of station and train facilties for colored people.

B L Winchell

1205pm

OFFICE OF DIRECTOR GENERAL OF RAILROADS
OCT 15 1918
BUREAU OF THE CENSUS OF THE UNITED STATES

Form [redacted]-18

FILE NO.

UNITED STATES RAILROAD ADMINISTRATION
W. G. McADOO, DIRECTOR GENERAL

SUBJECT:

P2 2n-10

October 10, 1918.

MEMORANDUM FOR MR. CLAGETT:

Your memorandum 7th instant with regard to facilities accorded negroes in the South.

Mr. Winchell tells me that he has been going into this matter, and has received advices from all except two lines. He expects to make full report next week.

File C. E. Gray

THE NATIONAL ARCHIVES OF THE UNITED STATES

The Race must help make America a safe place in which to live.

Third Annual Session convenes at Washington, D. C., Oct. 1st .....1918.

5:00 pm

HEADQUARTERS

National Race Congress of the United States of America

REV. W. H. JERNAGIN, PRESIDENT
903 THIRD STREET, N. W.

File

Washington, D. C. October 2nd/

E-67-5

Hon.William G.McAdoo-
Nation-s Capitol-
Washington-D.C.

Dear Sir:- pursuant to directions given by one of your representatives over the phone this morning with reference to a visit to your offices to lay a matter before you,on behalf of the Race Congress now in session in this City and representing the entire Negro Race,as a specific complaint against the conduct of certain Railways in this country that you should know we submit the following,to wit:

First:We are in complete accord and harmony with every effort of The President of The United States and his associates in trying or rather in winning the war for Democrasy and of that this same body assured the President yesterday when the President received us in a body at the White House.

Second:We represent and speak for the twelve millions of Negroes in this country all of whom are faithful, patriotic,loyal and liberty loving and wish on their behalf to have a brief conference with the Hon.Secretary to apprise him of the fact that these conditions complained of not only work an injustice,hardship and discrimination upon us but hinder the progress of the war by abating our ardor.

OFFICERS:

BISHOP I. N. ROSS, Vice President
Waihington, D. C.

REV. WM. ALEXANDER, Recordonding Sec'y
Baltimore, Md.

REV. J. M. RANDOLPH, Assistant Sec'y
Washington, D. C.

REV. A. A GRAHAM,
Corresponding and Financial Secretary
Hampton, Va.

REV W. A. TAYLOR, Treasurer
Washington, D. C.

REV. E. A. P. CHEEK, National Chaplain
Newark, N. J.

LAWYER ROBERT L. VANN. National Organizer
Pittsburg, Pa.

REV. J. J. NICKERSON, Sergeant-at-Arms
Hinton, W. Va.

REV. L. G. JORDAN, National Lecturer
Philadelphia, Pa.

EXECUTIVE COMMITTEE:

Rev. H. J. Callis, District of Columbia
Rev. W. H. Brooks, District of Columbia
Rev. C. C. Summerville, Virginia
Rev. Junius Gray, Maryland
Rev. J. T. Reid, W. Va.
Rev. G. B. Howard, Pa.
Rev. T. J. Moppins, Ky.
Rev. J. S. L. Holloman, N. C.
Mr. J. C. Gunnell, N. J.
Rev. W. B. Reid, Conn.

The Race must help make America a safe place in which to live.

Third Annual Session convenes at Washington, D. C., Oct. 1st .....1918.

HEADQUARTERS

National Race Congress of the United States of America

REV. W. H. JERNAGIN, PRESIDENT
903 THIRD STREET, N. W.

Washington, D. C. ..... 19.....

2nd:

Third: Wish to assure the ~~Secretary~~ Hon. Secretary that our visit will be brief not to exceed fifteen minutes in which time we will state our case and with permission will leave with the Hon. Secretary our case committed to a brief for his further consideration.

We are asking this conference as a unit of the great American citizenship of which we are a part and a conference of this kind will encourage ouy own boys in the trenches as well as their loved ones and host of friends who have remained at home and will encourage these of us who have acted so nobly and valliantly in the struggle so far and are determined to continue so to act even to the end-

On behalf again of twelve millions of citizens of this country and Nation is this conference sought-

We most sincerely hope that the Hon. Secretary will take that much of his most precious time and grant our committee an audience- Any hour convenient for The Secretary Thurs.

Most Respectfully Yours,

W. H. Jernagin
President.

OFFICERS:

BISHOP I. N. ROSS, Vice President
Waihington, D. C.

REV. WM. ALEXANDER, Recordonding Sec'y
Baltimore, Md.

REV. J. H. RANDOLPH, Assistant Sec'y
Washington, D. C.

REV. A. A GRAHAM,
Corresponding and Financial Secretary
Hampton, Va.

REV W. A. TAYLOR, Treasurer
Washington, D. C.

REV. E. A. P. CHEEK, National Chaplain
Newark, N. J.

LAWYER ROBERT L. VANN. National Organizer
Pittsburg, Pa.

REV. J. J. NICKERSON, Sergeant-at-Arms
Hinton, W. Va.

REV. L. G. JORDAN, National Lecturer
Philadelphia, Pa.

EXECUTIVE COMMITTEE:

Rev. H. J. Callis, District of Columbia

Rev. W. H. Brooks, District of Columbia

Rev. C. C. Summerville, Virginia

Rev. Junius Gray, Maryland

Rev. J. T. Reid, W. Va.

Rev. G. B. Howard, Pa.

Rev. T. J. Moppins, Ky.

Rev. J. S. L. Holloman, N. C.

Mr. J. C. Gunnell, N. J.

Rev. W. B. Reid, Conn.

UNITED STATES R

W. G. McADOO, DIR

B. F. BUSH,
REGIONAL DIRECTOR

SOUTHWE

FORM SC-6

UNITED STATES RAILROAD ADMINISTRATION
W. G. McADOO, DIRECTOR GENERAL OF RAILROADS
BUREAU FOR SUGGESTIONS AND COMPLAINTS
SECONDARY LETTER

FILE NO. 3209

NAME Hutton
(Correspondent in Washington Office handling above file.)

10-153-84.

Complaint W. T. Price,
Oklahoma City, Okla.
B. of S. & C. - A3-3209:

NOV 29 1918

Mr. Ballard Dunn,
Assistant Actuary,
Washington, D. C.

Dear Sir:

I return enclosure from Mr. W. T. Price, together with copy of letter which you addressed to him on October 7, relative to the condition of certain stations in Oklahoma.

With respect to the points mentioned, I would be glad to have you read the attached letters of November 13, from Federal Manager Kramer, and Nov. 22, from Federal Manager Gorman.

It is true that in some respects the facilities are not all that they should be. I feel, after reading these reports from Messrs. Kramer and Gorman, that the colored passengers are not discriminated against to any hurtful extent. The Rock Island station facilities at Oklahoma City are not adequate to handle the traffic at that point, having reference to both colored and white passengers, and a rearrangement

UNITED STATES RAILROAD ADMINISTRATION

W. G. McADOO, DIRECTOR GENERAL OF RAILROADS

B. F. BUSH,
REGIONAL DIRECTOR

SOUTHWESTERN REGION

RAILWAY EXCHANGE BLDG.,
ST. LOUIS, MO.

November 26, 1918.

Complaint W. T. Price,
Oklahoma City, Okla.
B. of S. & C. - A3-3209:

10-153-84.

NOV 29 1918

Mr. Ballard Dunn,
Assistant Actuary,
Washington, D. C.

Dear Sir:

I return enclosure from Mr. W. T. Price, together with copy of letter which you addressed to him on October 7, relative to the condition of certain stations in Oklahoma.

With respect to the points mentioned, I would be glad to have you read the attached letters of November 13, from Federal Manager Kramer, and Nov. 22, from Federal Manager Gorman.

It is true that in some respects the facilities are not all that they should be. I feel, after reading these reports from Messrs. Kramer and Gorman, that the colored passengers are not discriminated against to any hurtful extent. The Rock Island station facilities at Oklahoma City are not adequate to handle the traffic at that point, having reference to both colored and white passengers, and a rearrangement

of station accomodations there is now under consideration, but have not as yet reached a point of decision as to what will be done.

I have to add that I believe that an honest effort is being made to accord colored passengers the treatment they deserve; and whenever inequalities are brought to our attention or which may develop from time to time at different points on the lines, they are promptly given due consideration.

Yours truly,

B. F. Bush

P19-3

November 22, 1918.

for Mr. Gray:

Please note Director General's memorandum of the 21st instant and papers herewith, relative to suggestions from Mr. Ernest T. Atwell, referring to negroes in travelling. You will note the Director General wishes you to consider this matter and take it up with the Regional Directors concerned. There appear to be several points, including the one mentioned about inability of negro ~~travellers~~ journeys to get food on long ~~trains~~ which heretofore have not been specifically discussed and which need attentjon.

W.D.H.

R

EXTRACT OF MINUTES OF CONFERENCE
THURSDAY NOVEMBER 21, 1918.

P 19-3

13. Memorandum by Judge Payne on the so-called "Jim Crow Laws" was brought up, and it was decided to let the matter rest, and the papers were returned to Judge Payne.

10-13-84

UNITED STATES RAILROAD ADMINISTRATION

W. G. McADOO, DIRECTOR GENERAL

WASHINGTON, D. C.

L. KRAMER,
FEDERAL MANAGER.

SOUTHWESTERN REGION

RAILWAY EXCHANGE BLDG.,
ST. LOUIS, MO.,

ST. LOUIS-SAN FRANCISCO RAILWAY
MISSOURI, KANSAS & TEXAS RAILWAY

NATIONAL DIRECTOR SOUTHWESTERN REGION NOV 14 1918 FILE No. ST. LOUIS, MO.

November 13, 1918.

- 252 -

Mr. B. F. Bush,
Regional Director,
Saint Louis.

Dear Sir:

Replying to your letter of October 15th, with reference to complaint of Mr. W. T. Price, relative to condition of negro waiting rooms and facilities at various stations.

I have had investigation made of the conditions complained of, and give you below, for your information, copies of reports showing result:

With reference to Frisco stations at Chickasha and Lawton:

At both stations we have separate waiting rooms for colored and white passengers, required by the State Statutes. The waiting room at Chickasha is entirely adequate to accommodate all colored patrons without any inconvenience or discomfort. The toilets for colored people can only be entered through the colored waiting room. There is little opportunity, therefore, for white passengers using same. Am assured these toilet facilities are maintained in a clean and sanitary condition at all times. The only entrance to the ticket office at Chickasha is through the colored waiting room. It is necessary for our employes, as well as white passengers having business to transact with our station employes, to go through the colored waiting room, but this does not interfere in the slightest with the convenience and comfort of colored passengers.

We have recently moved our freight station force

at Lawton into the new freight station and at this time the only employes at the passenger station are two ticket clerks.

The colored waiting room is ample to accommodate all colored patrons and the toilet facilities are practically the same as provided for white passengers. These facilities being maintained in a clean and sanitary condition at all times. At one time it was thought that we would have to increase toilet facilities for both white and colored passengers at Lawton, but this was during the time the Government had about 40,000 men stationed at Ft. Sill. This number has been very materially reduced and the necessity for additional facilities of this character has entirely disappeared.

As to the M.K.& T. station at Oklahoma City:

We have but one waiting room with capacity of seating twenty-five negroes; There is no smoking room for the negroes. Mr. Strieby, present ticket agent, has been at Oklahoma City for the past seven years and states that he has never yet seen the present negro waiting room overcrowded.

The negroes have the same facilities at the passenger station as the white people, with the exception that there is a smoking room for the white people. There is no rest room for the white or negro women. The statement that the negro waiting room is used for smoking room for the whites is in error; there is no occasion for it, as the white people have an exclusive smoking room.

The Board of Health makes a monthly inspection and they have never complained about our facilities. Further, Superintendent Hanna advises he makes it his business to make personal inspection occasionally and always finds the facilities in a presentable condition. However, when the Oklahoma State Fair was in progress, at Oklahoma City, from September 21st to 28th, it was almost impossible to keep the waiting rooms at that point clean and neat, owing to the immense crowds that gathered there during that time. I recall being there on September 26th, on which date it was very rainy and muddy, and I noticed the waiting rooms presented a very dirty appearance, being littered with paper and refuse, and I called the Trainmaster's attention thereto. It is possible the complaint as to this particular feature originated at that time.

THE NATIONAL ARCHIVES OF THE UNITED STATES

In order to provide separate smoking room for

the negroes, it would be necessary to build an extension to the present depot, which expense is not justified, inasmuch as the waiting room facilities are adequate and there is no occasion for any loafing at that point waiting for trains, as our trains are made up and start from Oklahoma City.

Yours very truly,

L. Kramer

FOR THE HOUSE OF REPRESENTATIVES OF THE UNITED STATES

15-253-84

UNITED STATES RAILROAD ADMINISTRATION
W. G. McADOO, DIRECTOR GENERAL OF RAILROADS

J. E. GORMAN,
FEDERAL MANAGER

LA SALLE STREET STATION
CHICAGO, ILL.

REGIONAL DIRECTOR
SOUTHWESTERN REGION
NOV 26 1918
ST. LOUIS, MO.

CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD
CHICAGO, ROCK ISLAND AND GULF RAILROAD

November 22, 1918

File 4201-1
BC-52

Mr. B. F. Bush,
Regional Director,
Railway Exchange Building,
St. Louis, Mo.

Dear Sir:

Replying to your letter of the 15th inst. in regard to complaint made by Mr. W. T. Price about the condition of waiting rooms for colored people at Oklahoma City and El Reno:

The conditions at Oklahoma City are substantially as stated by Mr. Price, except that the negro toilets are not used by white people. It is a fact that negro passengers do not have direct access to the ticket office from the colored waiting room, so that it is necessary for them to go outside of the building to reach the white waiting room and into the white waiting room to obtain access to the ticket window. Without extensive changes in the building, it cannot be arranged so that this feature of the complaint can be remedied. However, with the exception of the inconvenience to colored passengers in having to go outside of their waiting room to reach the ticket window, the negro facilities are practically the same as those provided for white passengers.

It is a fact, however, that the facilities for both white and colored passengers are inadequate for the business transacted at this station. You probably are familiar with the agitation that there has been in Oklahoma City for a new station. In view of the fact that in the comparatively near future it probably will be necessary to provide new station facilities, it is not felt that any extensive changes in the present station are justified.

In regard to the station at El Reno:
There is but one colored waiting room with which there are connected two toilets - one for colored men and one for colored women. It is a fact that trainmen enter this waiting room in order to register at the window which is provided for that purpose. The complaint made by Mr. Price is the first one

REGIONAL DIRECTOR
SOUTHWESTERN REGION
NOV 26 1918
FILE No.
ST. LOUIS, MO.

that has reached us about that feature. As this window is used only by train conductors, and then only for a few moments at a time, it does not seem to me that there can be any serious objection to the arrangement; in fact, no more than might be urged by colored patrons against white conductors, in the performance of their duties, entering the negro compartments in passenger trains.

The waiting room and toilets of this station are kept in uniformly good condition. Our people do not feel that there is any real necessity for changing the arrangement.

Yours truly,

J. Gorman

Oct. 7, 1918

A3-3209

COMPLAINT OF CONDITION OF STATIONS

My dear Mr. Price:

Your letter of the 29th ulto. addressed to Mr. McAdoo has been referred to me for attention.

I will not comment on your letter now further than to say personally I shall be very glad to see all wrongs righted committed either through indifference or race discrimination. I have referred your letter to the appropriate official for investigation, and as soon as I receive his report I shall write you again regarding this.

Your race is commanding respect for the good service it is giving at the front.

Again thanking you for your letter,

Yours for the FOURTH LIBERTY LOAN,

Assistant Actuary.

Mr. W.T.Price,
808 E. 3rd Street,
Oklahoma City,Okla.

CFW/WMV

(1) Okla City, 9-29-9

Mr. W. G. McAdoo Dir Gen.

Bureau of Complaints & Suggestions 3209 A3

Dear Sir —

I wish to call your attention to the condition of waiting rooms for colored people in the South and Southwest in those places I have been

X1 Frisco Station Chickasha Okla (1)

Very small room no ventilation two toilets in same room used as much by white men as by colored very dirty no rest room for ladies.

Rock Island Station Chickasha Okla

Clean airy well lighted and ventilated

X2 Frisco Station, Lawton Okla (2)

Room about 10 X 12 two toilets only one door used by train-men to register in and out condition bad

Rock Island Station Lawton,

Condition same as at Chickasha.

(2)

Okla City

M. K. T. Station X (3)

One room about 30 x 12 toilet for women in back yard, no rest room used for smoking by whites regardless of women passengers

Rooms be kept cleaner.

Rock Island Station X (a)

Waiting room small but clean two toilets in same room passengers must go about 60 fifty feet to buy tickets regardless of the weather; no rest room, toilets used by whites.

El Reno Okla.

Rock Island Station X (b)

One room about 30 x 12 two toilets in same room used by both white and black tramp men are required in room

Condition good.

These are only a few of many such cases in this and other states that can then be remedied in some way so we are asking you as a "good American citizen" who has (5) from relatives on the firing line in

France to help us in this matter
Allow us to have decent quarters when
our wives go from one town to
another. Let them know the privacy
that their sex demands and that you
accord your wife.
I would like to suggest that you appoint
a man, colored preferred, to go
from town to town and inspect these
stations make reports and
remedies direct to your office
By so doing we can have
these things done than by
any other method.
To direct each station master to
have these matters attended to would
last only a very short time for as
a rule they care it to the employees
Praying to you for relief from
situation that is intolerable
and unpermanent and thanking you in
advance for an

W. T. Price
808 E. 3rd St

P19-3

~~11-1-18~~

SEE FILE L24-1 RE MEMO TO THE DIRECTOR GENERAL RE EFFECT OF STATE JIM CROW LAWS ON INTERSTATE PASSENGERS:

P19-3

" JIM CROW LAWS"

November 1,1918.

TO MR. R. WALTON MOORE:

I return herewith copies of Interstate Commerce Commission's Opinions in the case of Gainesvs. Seaboard Air Line and Cozart vs. Southern Ry.Co., which you kindly loaned me.

H.A.T.

T/H

M
H

P-19-3

Mr Hines:
Mr Waters is making a memo. on the law. It seems to be that the carriers regulations for separate but equal quarters are valid but that state laws are not, for interstate passengers
WAT
10/29/18

IN REPLY PLEASE REFER TO FILE
7966

October 28, 1918.

Office of Assistant Director General of Railroads
OCT 29 1918

MEMORANDUM TO MR. HINES:

Replying to yours of October 25, 1918, in reference to Jim Crow laws.

I have in all cases replied to the complaints of the colored race that the Director General had no power to repeal these requirements for separate accommodations but that he had power and that it was his duty to provide as good accommodations for colored people as he should provide for the white. I have further stated that if they would point out to me specific cases in which this was not done the matter would be at once investigated and wrong corrected if found to exist. My recollection is that up to the present time no specific case has ever been brought to my attention.

It seems now from the statement of Judge Payne that the Director General while without power to repeal the Jim Crow law as to traffic within a particular state would have power to repeal it as to interstate traffic. This may later create an embarrassing situation.

Director.

Notes WOW
10-29-18
File

ABSTRACT OF MINUTES OF CONFERENCE
OCTOBER 24th, (Thursday) 1918.

P19-3

19. Judge Payne reported his opinion that the so-called Jim Crow laws are not constitutionally valid as against the Director General's order. I am preparing separate memorandum.

P19-3

file

October 25, 1918.

for Mr. Gray:

I attach memorandum of 25th instant from the Director General to me which he asks shall be passed along to you. I think it will be better for you to write to Regional Director Winchell emphasizing the policy expressed in the Director General's memorandum and requesting a periodical progress report on this work. From time to time as this report shall be received I shall be obliged if you will send it to me and I will pass it along to the Director General.

In dealing with this subject you will bear in mind that if occasion arises to deal with specific complaints it will probably be helpful to avail yourself of Mr. Prouty's assistance. Such complaints necessarily involve the public service, which is Mr. Prouty's special care, and the fact that Mr. Prouty is a New England man gives him an advantageous standpoint from which to discuss these matters.

W. D. H.

F

File

P 19-3

October 25, 1918.

for Mr. Prouty:

I believe from time to time you receive complaints as to character of service afforded colored passengers. I am not clear whether you deal with these through communicating with the Regional Director or through communicating with Mr. Gray.

Merely as information I wish to advise that special attention is being given to this difficult problem by Mr. Gray and by Regional Director Winchell, with a view to seeing that there is an improvement where necessary. If, therefore, complaints come to your attention which show conditions in the south-east definitely in need of remedy, I think it will be helpful if you will call them to Mr. Gray's attention.

W. D. H.

F

The National Archives of the United States

C O P Y

October 25, 1918.

Memorandum for Mr. Hines:

The attached letter of October 15th from Mr. Winchell, about the accommodations provided for negroes in the South, together with the accompanying exhibit in the shape of letters from the various Federal and General Managers, have impressed me very much with the necessity of improving the conditions under which negroes travel, as far as it is practicable to do so. Taking into consideration the paramount needs of labor and material for war purposes, much undoubtedly can be done promptly.

The same necessity for improving conditions in stations clearly exists in many cases for both whites and blacks. The sanitary conditions certainly are not tolerable and every effort should be made to improve these at the earliest possible moment. Of course, I do not expect this to be accomplished in a moment, but an intelligent and consistent policy should be applied continuously until the proper results are obtained.

I think it would be well to leave to the discretion of Regional Director Winchell and to Federal Managers under him the proper treatment of the problem. The point is to impressupon them that it should be looked after as promptly as conditions will permit. I would like to have from time to time a report on the progress of this work, especially the work of sanitation, which I consider very important in the interest of the public health.

Please pass this memorandum along to Mr. Gray after you have read it.

W. G. McADOO

F

The National Archives of the United States

ON ~~Oct 22~~ 11/7/18 RETURN TO

MRS. WRIGLEY

TRANSMITTED Oct 7 TO

DIRECTOR B F Bush

REGNL. DIR.

FEDL. MGR.

GENL. MGR.

MANAGER

BHW

Oct. 7, 1918

A3-3209

COMPLAINT OF CONDITION OF STATIONS

My dear Mr. Price:

Your letter of the 29th ulto. addressed to Mr. McAdoo has been referred to me for attention.

I will not comment on your letter now further than to say personally I shall be very glad to see all wrongs righted committed either through indifference or race discrimination. I have referred your letter to the appropriate official for investigation, and as soon as I receive his report I shall write you again regarding this.

Your race is commanding respect for the good service it is giving at the front.

Again thanking you for your letter,

Yours for the FOURTH LIBERTY LOAN,

Assistant Actuary.

Mr. W.T.Price,
808 E. 3rd Street,
Oklahoma City,Okla.

CFW/WMV

October 2, 1918.

My dear Mr. Bush:

Thank you for yours of the 27th.

I shall await your further advices upon the Negro problem with interest. I realize that it is something of a nettle and will have to be judgmatically handled.

Yours very truly,

Actuary.

THP fg

B. F. Bush, Esq.,
Regional Director,
St. Louis, Mo.

Washington, September 27th, 1918.

My dear Mr. Bush:--

In accordance with the plan outlined in a recent communication to you from Mr. Theodore H. Price, I am sending herewith a number of complaints from colored people about treatment accorded them as a class on passenger trains and in stations, together with a brief abstract of each complaint, for your information and appropriate action.

In your replies respecting these cases please refer to our file numbers.

If the originals have served your purpose it will be appreciated if you will return them to this office for our files.

Yours for the FOURTH LIBERTY LOAN,

Assistant Actuary.

Mr. B.F. Bush,
Regional Director, Southwestern Region,
Railway Exchange Bldg.,
St. Louis, Mo.

JFJ:HB

A B S T R A C T O F C O M P L A I N T S.

Nick Chiles, Editor, Plaindealer, Topeka, Kansas:
Complaint about general conditions in the South.

A.L. Hunter, Moskogee, Okla.;
Complaint about ticket agent of the MK&T at Muskogee, Okla.

J.E.Peole, Newport, Ark.;
Complaint about colored people on the Mo.Pac. , with special reference to lack of ventilation in passenger cars.

Mrs. Hattie Jones, Orange, Texas.;
Complaint about conductor on Kansas City Southern.

Rev. S.R. Cassius, Guthrie, Okla.;
Complaint about condition of cars, with special reference to a train she describes as leaving Elreno.

UNITED STATES RAILROAD ADMINISTRATION

W. G. McADOO, DIRECTOR GENERAL OF RAILROADS

B. F. BUSH,
REGIONAL DIRECTOR

SOUTHWESTERN REGION

RAILWAY EXCHANGE BLDG.,
ST. LOUIS, MO.

September 27, 1918.

Treatment of Negroes in the South:

(1)

Mr. Theodore H. Price,
Actuary to the R. R. Administration,
Washington, D. C.

My dear Mr. Price:

I have your confidential letter September 18, with copy of extract from letter addressed you by the Director General, relative to complaints of mistreatment that the Bureau for Suggestions and Complaints has received from negroes in the South:

As I have previously advised you, the matter of accommodations for and treatment of negroes in the South is having careful investigation and I expect shortly to make a complete report to the Director General.

I have noted from Mr. McAdoo's memorandum the particular case which is reported as having occurred at Muskogee on August 19. It will be promptly investigated and I will advise you the result.

Yours truly,

B. F. Bush

P19-3

September 25th,1918.

TO MR. PROUTY:

Referring to your memorandum of August 5th relative to accommodation for colored passengers, I enclose herewith Mr. Winchell's report on the subject, which appears to indicate that it is receiving proper attention.

W.D.H.

T/H
Enclosure (Report)

F
6

UNITED STATES RAILROAD ADMINISTRATION

W. G. McADOO, DIRECTOR GENERAL

WASHINGTON, D. C.

B. F. BUSH,
REGIONAL DIRECTOR

SOUTHWESTERN REGION

RAILWAY EXCHANGE BLDG.,
ST. LOUIS, MO.

September 20, 1918.

Accommodations for Negroes: 10-153-4.

try 574

Mr. Theodore H. Price,
Actuary to the R.R. Administration,
Washington, D.C.

Dear Sir:-

Acknowledging your letter of September 13th.

Your suggestion of adequate accommodations for negroes is receiving careful attention, and I expect to shortly make a complete report to Mr. McAdoo in reply to his request.

I fully concur in the suggestion made by Mr. Hines, in his memorandum to you, with respect to handling these matters as a general proposition. It would be useless to handle the many individual complaints which will be presented and many of which are without any real foundation.

The complaints to which you refer of negroes being crowded out of their positions since the Director General issued his letter, announcing that colored men should receive the same pay as white men, will have special and prompt attention.

Yours truly,

B. F. Bush

September 18, 1918.

My dear Mr. Bush:

For your confidential information I enclose copy of an extract that I have made from a letter addressed to me by the Director General in reply to a communication calling his attention to the number of complaints of mistreatment that the Bureau for Suggestions and Complaints have received from Negroes in the South.

I send it to you in confidence as it is not of course intended for publication.

In accordance with the Director General's wishes as set forth in his letter I have instructed that all the complaints received from Negroes traveling on the lines under your jurisdiction shall be today forwarded to you for such investigation and action as you may see fit to take in regard to them.

Will you, after you have completed your investigation of these complaints let me know the facts and the course you have seen fit to pursue in regard to them, that I may advise the complainant in each instance of what has been or can be done to rectify the things complained of?

Yours very truly,

Actuary.

THP/fg
B. F. Bush, Esq.,
Regional Director, Southwestern Region,
St. Louis, Mo.

P19.7

August 24th,1918.

TO MR. PROUTY:

I enclose herewith letter addressed to the Director General by William F. Warren in regard to so-called Jim Crow cars for such attention as you consider necessary.

W. D. H.

T/H

NATIONAL ARCHIVES OF THE UNITED STATES

P19-3

Aug.12,1918.

B.L.Winchell, Esq.,
Regional Director Southern Region,
Atlanta, Ga.

Dear Mr. Winchell:

The State Railroad Commission of Louisiana writes to Director Prouty that several railroads in that State have not provided separate toilet facilities in the colored portion of the car for men and women and that it has issued an order to correct this, which is not being observed.

Several representatives of the colored race have protested to Judge Prouty about segregation and he has advised them that the Director General is bound by the laws of the States in which he operates but that it would be his effort to provide substantially as good accommodations for negroes as for white people in common coaches. I agree with Mr. Prouty that this is the policy which we should endeavor to enforce. If there are any special circumstances connected with the Louisiana case which you think should be called to our attention here, I shall be glad to be advised

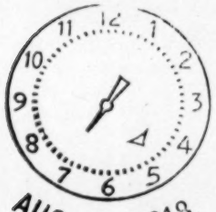
Sincerely yours,

(Signed) WALKER D. HINES

T-SG

Passengers colored

Office of
Assistant Director General
of Railroads



August 5, 1918.

MEMORANDUM TO MR. HINES:

As I said to you the other day, I sometime ago wrote to each state commission making certain inquiries and asking among other things that they call my attention to anything connected with the passenger service at the present time which ought to be corrected. In response to this the Commission of Louisiana states that several railroads in that state have not provided separate toilet facilities in the colored portion of the car for men and women. The commission believes this to be wrong and has issued an order to correct it which is not being observed.

In dealing with this question I have said to several representatives of the colored race who have protested against the discrimination involved in the segregation of the negro in the South, that the Director General was bound by the laws of the several states in which he operates but that it would be his effort to provide substantially as good accommodations for negroes as for white people in common coaches. This it seems to me is the policy which we must adopt and I would suggest that you ought to instruct the proper regional director to look into this

File

matter to the end that the discrimination if found to exist may be corrected. Of course it cannot be done in a moment but we can be working in that direction.

If it is your wish I will obtain the details and send them to you.

Director.

THE NATIONAL ARCHIVES OF THE UNITED STATES

P19-3

July 20, 1918.

for Mr. Chambers:

Referring to your memorandum of the 16th inst., enclosing letter from Rev. Edward A. Clark, A.M.E. Church, relative to Jim Crow cars, I have sent this letter to Mr. Prouty, asking him to reply to it.

If any further letters in regard to this question come to you I suggest you refer them to Mr. Prouty as it was understood sometime since that he would answer them.

W.D.H.

R

71
28

July 20, 1918.

for Judge Prouty:

I enclose herewith a communication addressed to the Director General by clergymen of the A.M.E. Church proposing the elimination of the so-called "Jim Crow" cars.

As indicated in my memorandum of May 29th in regard to letter from Ralph W. Tyler, I suggest that you make a reply to the letter.

W.D.H.

F
L

R

....Memorandum....

Mr. Hines:

The enclosed letter from a colored clergyman, suggesting the abolition of so-called "Jim Crow" cars, presents a question of policy rather than one of Traffic.

If you desire this Division to reply to the letter, I would appreciate your suggestions as to the character of the reply.

Edward Chambers.

Washington,
7-16-18.
Enc.

Correspondence with
an inquiry in
re treatment
of negroes on
R.R.s.

Form C—18

FILE NO.

UNITED STATES RAILROAD ADMINISTRATION

W. G. McADOO, DIRECTOR GENERAL

SUBJECT: ①

July 16, 1918.

MEMORANDUM for Mr Hines:

Your memorandum of July 2nd concerning letter to the Director General from Chairman Garnett of the State Corporation Commission of Virginia in regard to violation by the C. & O. Ry. of the provisions of the Virginia Code requiring separate cars, without discrimination, for white and colored passengers.

Am submitting, for your perusal, Regional Director Maher's letter of July 11th with accompanying papers, giving in detail the ocurrence which is the basis of Chairman Garnett's communication of July 1st.

C. R. Gray

Returned to Mr. Gray's office with out memo. by J.H.
7/31/18

THE NATIONAL ARCHIVES OF THE UNITED STATES

Form G—19

UNITED STATES RAILROAD ADMINISTRATION

W. G. McADOO, DIRECTOR GENERAL

FILE NO. 6-47-1

SUBJECT Alleged violation of Virginia Code requiring separate cars for white and colored passengers -

Washington, July 8, 1918.

MEMORANDUM FOR MR. HINES:

I have your memorandum of the 2nd, with a letter from the Chairman of the State Corporation Commission of Virginia, with respect to complaint of violation of the provisions of the Virginia Separate Coach Law. I am taking the matter up with Mr. Maher for an immediate investigation with the Chesapeake & Ohio Railroad, and will advise you promptly as to the result.

W G McAdoo

July 2, 1918.

MEMORANDUM TO MR. GRAY:

Referring to letter to the Director General from the Chairman of the State Corporation Commission of Virginia in regard to complaint of violation of the provisions of the Virginia Code requiring separate cars without discrimination for white and colored passengers, copy of which, it appears, has been sent to you and Mr. Maher, among others; I assume that you will have this matter investigated and I shall be glad to know what has developed and the action taken. Unless your investigation results in your giving instructions which will put an end to the trouble, please take the matter up with Mr. Prouty. It is of course in his province to consider all matters of this character where a complete adjustment is not made, and I have spoken to him particularly about the importance of having his personal assistance in dealing with the troublesome questions under the separate coach laws.

W. D. H.

T/D

Y TOY

PP-3

May 31, 1918.

MEMORANDUM TO MR. HINES:

Replying to yours of May 29, 1918, transmitting papers in reference to alleged discrimination against colored persons in the South.

My general impression is -

1. That the Director General should not attempt even if he has the power to interfere with either state or national laws in this respect.

2. Equal facility should be provided in day coaches for colored and white passengers. This has been the holding of the Interstate Commerce Commission and I think must be complied with in substance even though some additional expense is incurred.

3. There is of necessity discrimination in the furnishing of sleeping car and dining car facilities. In the South, and as a practical matter, this cannot be altogether avoided. I remember only three or four years ago coming from St. Louis to Washington upon a train consisting of four or five Pullman cars, a colored individual had a lower berth. The cars were largely occupied by people from the South en route to Washington

File

to attend the inauguration ceremonies. I feel positive that the presence of this individual would have led to a riot involving his ejection by force had I not been able to persuade the conductor to lock him up in a compartment where no one could know of his existence. I will endeavor to see Mr. Tyler.

Director.

Personal

MEMORANDUM FOR MR. PROUTY

May 29, 1918.

Attached papers deal with a matter affecting the public service and one of a most delicate and difficult character.

It seems to me it clearly falls in your Division. There is another reason why you could handle it to much better advantage than either the Director General or I could, and that is because you will not be regarded as affected by any southern prejudices, which may be imputed to the Director General and me by reason of our origin in the South.

I shall be glad to confer with you about this matter. It seems to me the only position we can take is that Congress has clearly indicated that in such matters the State regulations ought to be observed.

W. D. H.

P

Pl 9 - 3

MEMORANDUM FOR THE DIRECTOR GENERAL: May 26, 1918.

Attached papers contain an admirably expressed letter by Ralph W. Tyler, a colored man, and, he says, a former Auditor for the Navy in the Treasury Department, protesting against the discriminations against colored passengers. He bases his protest on the fact that colored officers and soldiers and colored speakers traveling to make addresses under Government auspices are denied equal railroad accomodations.

The papers also contain another brief protest along similar lines.

As I look at it, the question is not really capable of final solution, because there are two apparently irreconcilable factors.

On the one hand, there is the settled policy of the Government in favor of equality, and the enforcement of this policy is called for all the more strongly in view of the equal participation of the colored race in the war.

On the other hand, are the local conditions in the southern states which have brought about the separate coach laws. No matter how conclusive the abstract principle of equality may be, the fact remains that in the south the tendency to disorder and disturbance on trains is much greater where large numbers of colored passengers are intermingled with the white passengers. I recall that the separate coach law in Kentucky grew out of a riot on a train between Louisville and Frankfort, where a lot of drunken negroes began to shoot up the train and among others shot and seriously injured a young white woman.

The difficulty is that this question cannot be considered and decided in a vacuum. In the south it must be considered and decided in the face of realities and these realities include unreasoning racial pre-

judices on the part of the white people, partly unreasoning ~~and~~ but largely based on actual practical conditions, and include also a well-known tendency to comparatively greater disorder when large numbers of colored people are traveling. Doubtless these tendencies to disorder are less since the prohibition laws are so general. But sentiment cannot be instantaneously reconstructed, and I believe the disorders would occur, and the tendency toward the gradual elimination of prejudice would be retarded, by any setting aside of the state laws.

In addition, Congress has made clear its policy that the police regulations of the states shall continue in effect at least except where they must be set aside for war purposes or for necessary unified control.

In addition to the statutory provisions as to separate coach laws, it is probable that the colored people have justifiable ground for complaint in cases, because the accomodations set apart for them are insufficient or inferior to those set apart for the white people. Doubtless reforms could be made in this direction without setting aside the state laws.

Another matter that will likely cause trouble from time to time is the practical discrimination (not required by state laws) in sleeping cars and dining cars. Generally speaking, these discriminations are indispensable, at least in some parts of the country, because if they are not made the immediate result is inflammatory discussion and disorder. The sentiments of a people, even though they will not stand the test of dispassionate analysis, nevertheless cannot be reconstructed by fiat, and as a practical matter they must be reckoned with.

The subject is one so full of difficulties that it seems to me better to get your suggestions about it before we undertake to proceed with with it. Perhaps already the matter has confronted you and you have given some direction to it.

W. D..H.

P F

Mr. M. J. Smith,
Special Assistant,
War Department,
Washington, D. C.

Dear Sir:

On behalf of the [illegible] acknowledge receipt of your [illegible] enclosing an anonymous communication [illegible] to the employment of colored firemen, and in asking that it will receive proper attention.

Very truly yours,

Employment Manager
Negro [illegible]
Engineer

WAR DEPARTMENT,
WASHINGTON.

March 16, 1918.

Hon. William G. McAdoo,
Director of Railroads,
Washington, D.C.

Dear Sir:

The enclosed communication (poorly written with pen and ink, and which I have had typewritten for your convenient reference) reached the office of the Secretary of War recently, and the same was referred to me for attention - since I am serving as Special Assistant here in the War Department, endeavoring to look after all matters affecting the interests of colored soldiers, etc. during the period of the present war. The communication comes from a white gentleman, who it appears, is a locomotive engineer, and while his exact address is given, he signs merely his initials (withholding his full name) for the reason, as he states, that he does not want the Brotherhood to know that he has written such a letter. I feel it proper to transmit this letter to you for such consideration as you may deem it merits.

Very respectfully,

Emmett J. Scott
Special Assistant.

Enclosure
WHD

Copy (original attached)

COPY.

WAR DEPARTMENT,
WASHINGTON.

February 3",1918.

To the Railway Commission:-

Dear Sir.

I have been reading after your inquiry ,and finding Mr Lane asked Mr Shea a good many questionsthat he never answered, if some one would have these been answered,I will give you some light on a few points as I am a Locomotive Engineer, have been for 11 years. I was put out of the Brotherhood for upholding the colored fireman.

1. If the Railway Co would hire colored Locomotive fireman there never be so much trouble in getting freight over the road, you can ask any of the officials of any of the following Roads, ask Mr Fairfax Harrison President of the Southern Ry. Or any of the Officials of the Seaboard Air Line, Atlantic Coast Line, Centrall of Georgia, Louisville & Nashville,.Atlanta,Birmingham & Atlantic, any of the officials of these roads will tell you thatthey prefer colored fireman.

You can ask any of the officials of the roads that I send you the names,they can tell you that they do not have any trouble in getting trains over the road where they employ colored firemen, they use colored firemen on all fast trains such as perishable freight and and all passenger trains and that goes to show that the colored man makes the best fireman, and if they were promoted to Engineers they would do a lots better.

When the Indianapolis Div. got their first large engines they could not get them over the road without trouble,they took a colored man out ofthe round house by the name of Andrew Foster, he made one trip and brought the train in on time, then the Brotherhood took a vote on it and voted him out.

The Southern Railway never had anytrouble in gettingtheir trains over the road untill they began to take the colored fireman off.

If you want any more information I can give you more.

Mr Lane asked Mr Shea why negro firemen were not promoted to engineers, I have never seen where Mr Shea ever told Mr Lane why they were not promoted. The first reason is " you put a negro engineer and fireman on a train,they would show them up in getting the trains over the road. The second reason is if you would employ even one third Colored men that would weaken the Brotherhood ,it would soon be so that they could not strike.Because you could engage more colored firemen and put the firemen to running engines all of the Southern Road .

I should have written this with typewriter,but I havent got any, I am a Locomotive Engineer,Iwould like to have a colored fireman. I get my train over the road I have been held up lots of times for the want of steam this winter.

(Annomous)

WAR DEPARTMENT,

WASHINGTON.

Please let me hear if this will help you any in your questionary, I will give you more explanation if you want it.

For the Brotherhood is for nobody but themselves, they doing me and all the colored firemen, even lots of other engineers a very great injustice and I wont hold nothing back, Mr Mc Adoo is a southern man he can tell you the same.

Yours Respectfully
Your humble servant

C.T.S.

966 North Sixth street,
Columbus Ohio/

I do not like to put my full name for the Brotherhood may get it.

Original

Refer 25

Columbus Ohio 2d 3d 18

To the Railway Commission

Dear Sir

I have Bin Reading after your Enquire and finding mr Lane asked mr Shea a good many questing that he never answered if. Some one would have thesse Bin answered I will give you Some Lite on a few points as I am a Locomotive Engineer have Bin for 11 Teeen years. I was fel out of the Brotherhood for up holding the Colored firemen

if the Railway Co would hire Colored Locomotive firemen there would never Be So mutch trouble in geting Freight Over the Road, you can ask any of the Officials of any of the following Roads. ask mr fairfax harrison Presedent of the Southern Ry.

Or any of the Officials of ~~Seaford~~

Of Seaboard air Line

atlanta coast Line

Central of georgia

Louisville + nashville

atlanta Birmingham + atlantic

(any of the Officials of these Roads can tell you that they Refuse Colored firemen)

BE ACCURATE ACCURACY OF THE UNITED STATES

you can ask ~~can~~ any Of Officials Of the Roads that I Send you the names the can tell you that the Do not have any trouble in Geting trains Over the road Where the Employe Colored firemen the use Colored firemen On all fast trains Dutch as all Pezishable bringht and all Passenger trains and thd you to Show that Gauges Show that the Colared men makes the Best firemen; and if the Were promoted to Engineers the Would Do a Lots Better.

When the Indianapolis Div Got ther first Lard Engine the could not get them Over the Road With Out trouble the taken a Colored man Out Of the Round house By the name Of andrew Foster he made One trip and Brot the train in On time, then the Brotherhood taken a vote On it and Voted him Out,

The Southern Ry never had any trouble in Geting there trains Over the Road untill the Begin to take the Colored firemen Of the

if you Wants any more information
I can give you more.
Mr Lane asked me Shea Why negro
firemen were not Permoted to Engineers I
have never Said Where mr Shea Ever told
Mr Lane Why they Were not Permoted.
the first Reason is you put a negro Engineer
+ fireman on atrain they Would Shame them
up in geting the trains over the Road.
The Secon Reason is if you Would Employe
Even One third Colored ~~you colored~~ that
Weaken Brotherhood it Would Soon Be So
that they could not Strike.
Because you could Eangage more colored
firemen an Put the firemen to Runing Engine
all Of the Southerning Roads Perfer colored
firemen.
I Should have Ritin this With Tipe Ritter
But I have not got any
I am a Locomotive Engineer. I Wanted
Like to have a Colored firemen. I ~~colored~~
get my train Oper the Road I have
Bin fell up lots Of times for the wants
Of them ~~that~~ ~~lots~~ Witter

Please let me here if this will help you any
on your questionary. I will give you more
Enfpformation if you want it
For the Brother hood is for no Body But them
Self They Down me and all the Colored firemen
Even Talk of other ~~Colo~~ Engineers a verry
Ensult and I Want hold nothing Back
for Mr adad is a Southern man he
can tell you Same
Yours Respt
Your D Mfle Dermert

E F

E. F. D.
966 North Sixth Street
Columbus Ohio

C. Do not like to Put my full name for the
Bro hood may get

ASSISTANT AND CHIEF CLERK
MAR - 4 1918
4 WAR DEPT.

Mr Scott?

UNITED STATES RAILROAD ADMINISTRATION

W. G. McADOO, DIRECTOR GENERAL OF RAILROADS

OFFICE OF

GENERAL COUNSEL

No. 200 200

SUBJECT: Violation of provisions of Virginia code 1904, section 1294-d sub-sections 28 to 35

Separate cars for White and colored.. 11111

No. 200

C&O Ry - Violation of provisions of Virginia Code 1904, section 1294-d sub-sections 28 to 35 - Separate cars for white and colored passengers -

UNITED STATES RAILROAD ADMINISTRATION

W. G. McADOO, DIRECTOR GENERAL

WASHINGTON, D. C.

200

N. D. MAHER
REGIONAL DIRECTOR

POCAHONTAS REGION

ROANOKE, VA.

DIVISION OF LAW

July 2, 1918.

Hon. C. B. Garnett, Chairman,
State Corporation Commission,
Richmond, Virginia.

Dear Sir:

JUL 3 1918

I have copy of your letter to Director General McAdoo dated July 1st in reference to complaint made by the Commonwealth's Attorney of Staunton that the Chesapeake & Ohio Railway is not carrying out the provisions of the Virginia Code of 1904, with reference to railroad companies providing separate cars for white and colored passengers, etc.

I have taken this matter up with Federal Manager Stevens of the Chesapeake & Ohio, and will look into it promptly.

Yours very truly,

(signed) N D Maher

Regional Director.

Copies to:

Hon. Wm. G. McAdoo, Director General of Railroads.
Hon. John Barton Payne, General Counsel.
Hon. Carl R. Gray, Director, Division of Operation.
Hon. Edward Chambers, Director, Division of Traffic.

C. C. 140—3-4-18—10M.

CHRISTOPHER GARNETT, CHAIRMAN
WM. F. RHEA
ALEXANDER FORWARD

R. T. WILSON, CLERK OF THE COMMISSION

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION
RICHMOND

DIVISION OF LAW
JUL 2 1918

6

Richmond, Va., July 1, 1918.

Hon. W. G. McAdoo,
Director General of Railroads,
Washington, D. C.

Dear Sir:

Complaint has been made to this office by the Commonwealth's Attorney of Staunton that the Chesapeake & Ohio Railroad Company is regularly violating the provisions of Virginia Code 1904, section 1294-d, sub-sections 28 to 35 inclusive, which require that the railroad companies shall provide separate cars for white and colored passengers, making no discrimination as to quality of accomodations for either white or colored passengers, and that the conductors shall assign the white and colored passengers to their respective compartments, and providing a penalty for the failure to comply with said sections.

I am sure that it is not your interpretation of the federal statutes relating to the operation of railroads that they have suspended the above provisions of the Code of Virginia and that it will be sufficient to call your attention to these provisions in order to prevent a recurrence of this violation of the statutes of Virginia.

C. C. 140—3-4-18—10M.

CHRISTOPHER B. GARNETT, CHAIRMAN
WM. F. RHEA
ALEXANDER FORWARD

R. T. WILSON, CLERK OF THE COMMISSION

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION
RICHMOND

Copies of this letter will be sent to Hon. John Barton Payne, General Counsel; Hon. Carl R. Gray, Director of Division of Operation; Hon. Edward Chambers, Director of Division of Traffic, and H. D. Maher, Regional Director, Roanoke, Virginia.

Very truly yours,

C B Garnett,
Chairman.

CBG/H

UNITED STATES RAILROAD ADMINISTRATION

W. G. McADOO, DIRECTOR GENERAL OF RAILROADS

OFFICE OF

GENERAL COUNSEL

No. 2060

SUBJECT: RACIAL TROUBLES.

No. 2060

Race trouble

2060

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

B. F. BUSH,
REGIONAL DIRECTOR

SOUTHWESTERN REGION

RAILWAY EXCHANGE BLDG.,
ST. LOUIS, MO.

September 2nd, 1919.

Meeting with Captain Hanson
of Texas Rangers and Sheriffs,
Rice Hotel, Houston, 8-23-1919:

10-103-17.

Messrs: Walker D. Hines,
Director General.
Marvin D. Underwood,
General Counsel.
W. T. Tyler,
Director, Division of Operation.
R. S. Mitchell,
Chief, Secret Service and Police Section.

Washington, D. C.

Dear Sirs:-

For your information, I enclose copy of letter dated August 28th from Federal Manager Lancaster - with attachments in regard to above subject.

Yours truly,

B F Bush

Palestine, August 25, 1919.

Meeting with Captain Hanson, of
Texas Rangers, and Sheriffs Room
319, Rice Hotel, August 23, 1919:

Mr. A. G. Whittington,
General Manager,
Building.

Dear Sir:-

Friday, August 22nd, I received wire last attached from Special Agent, George Layne, advising me that Captain W.M.Hanson of the Texas Rangers located at Austin,Texas, wanted me to meet him at the Rice Hotel, Houston, on the morning of August 23rd on vital interest to the Railroad, etc.

I went to Houston and met Capt.Hanson with the Sheriffs of Harris County and other counties adjoining, who had been instructed by the Governor and Adjutant General of the State of Texas to report to Capt.Hanson for the purpose of discussing in some way if possible putting a stop to the negroes organizing against the white people, as the Governor and Adjutant General have positive information that the negroes are organizing all over the State of Texas and other states under the name of the "National Association for the Advancement of Colored People" and are buying up all the high powered rifles and ammunition they can possibly buy in the state and also quite a lot of it is being shipped into the state to them. All the dealers in ammunition and fire arms in the larger cities have been instructed by the Sherriff's Department not to sell any more ammunition or fire arms to the negroes.

This organization is being organized by negro preachers and transit negroes and they are distributing literature that is being sent to them from the North and East. Capt.Hanson states to the officers that he had positive proof that in each of the counties in the state that these organizations have been perfected. Some of the officers present had heard of it but did not know to what extent they had gotten with the organization.

These negroes are demanding rights and social equality on trains, pullman cars, diners, etc. and also in every respect. He stated that they were 1500 strong in Palestine and points where there were railroad shops in which a great many negroes were employed were considered very dangerous places from the fact if they should have any labor trouble of any kind it would give the negroes an excuse to start something, and insisted on all officers taking every precaution they possibly could to keep down race riots and troubles with the negroes in general. He stated that the Governor's office and Adjutant General's office are very much worked up over this matter from the fact that they are in possession of more information along these lines than the county officers.

I delivered this information this morning to the Sheriff's office at Palestine, as per instructions from Capt. Hanson.

You will note list of officers next attached who attended this meeting.

Yours truly,

Fuller Williamson.

Houston, Texas, August 23, 1919.

Dear Sir:-

The following are the names of those present at meeting in room 319, Rice Hotel, on this morning:

W. H. Collins,	Fort Bent County,
C. W. Carlisle	Liberty County
W. J. Lyles	Grimes County
T. A. Binford	Harris County
J. F. Wagenhoff	Colorado County
Burney Parker	Washington County
Henry Thomas	Galveston County
M.A.Anderson	Montgomery County
Joe H. Snow	Brazoria County
W.R.Sherman	Chambers County
Bert Carr	Matagorda County
L.L.Johnson	Austin County
E.M.Castle	Waller County
Searcy Baker, Chief of Police	Houston
Taylor D.Kemp, Chf. Deputy	Wharton County
Fuller Williamson, Chf. Spcl.Agt.	I&GN Ry. Palestine
Captain W.M.Hanson	Adjutant Genl.Dept.
P.R.Austin	Victoria
Major Walter F.Woodul	Houston.

Names of magazines read from and place published as follows:

The Crisis,	70 Fifth Ave.	New York City, N.Y.
The Messenger,	2305 Seventh Ave.	New York City, N.Y.
The Challenge,	2305 Seventh Ave.	" " " "

Yours truly,

Signed - Walter F? Woodul.

COPY

UNITED STATES RAILROAD ADMINISTRATION

SOUTHWESTERN REGION

DALLAS, Texas, August 28, 1919. L

Meeting with Captain Hanson of Texas Rangers and Sheriffs, Rice Hotel, Houston, August 23, 1919:

Mr. B. F. Bush,
Regional Director,
Southwestern Region,
Saint Louis, Missouri.

Dear Sir:-

For your information enclosed please find copy of report from Chief Special Agent Williamson of the International & Great Northern Railroad, of meeting called by Captain W.M.Hanson of the Texas Rangers, Houston, Texas, August 23rd, for the purpose of putting a stop to the negroes organizing against the while people in the State of Texas, together with list of officers who attended.

Yours respectfully,

Signed -- J.L.Lancaster,
Federal Manager.

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

OFFICE OF

GENERAL SOLICITOR

No. 115-2

Part 1 Closed See Part 2

SUBJECT Claims of Porters on Southern Ry & Louisville & Nashville RR for increased & back pay

No. 115-2

SETTLED

SETTLED

GOVERNMENT PRINTING OFFICE J 12534

This Part Closed see Part II

Southern Railway System

159235

Office of Vice President

In charge of Operation.

1300 Pennsylvania Avenue

Washington, D.C.

H.W. MILLER,
VICE PRESIDENT.

June 11, 1921.

DIRECTOR GENERAL OF RAILROADS
JUN 20 1921

Mr. E. M. Alvord, Assistant to the Director General,
United States Railroad Administration,
Washington, D. C.

Dear Sir:

Replying to yours of May 26th, subject claim of Monk Norwood for back pay as a brakeman and porter on Southern Railway, and returning the affidavit:

The only information we have with reference to this is that Monk Norwood instituted suit at Birmingham, Alabama, June 3, 1920, for the sum of $1,000.00, for back time from June 1, 1918, to November 30, 1919. Certain interrogatories were propounded to defendant John Barton Payne as Agent. The suit has not come on for trial and we are advised that it will not be reached until next fall.

The Law Department advises that this is one of a large number of suits brought by colored porters against the Director General based on the claim of the porters that under Supplement No. 12 to General Order No. 27 a porter was entitled to pay as a passenger brakeman whenever he performed the service of a passenger brakeman. The Railroad Administration, through its Regional Counsel at Atlanta, authorized the settlement of a large number of said suits and claims on the following basis, namely: one-fourth of the difference between the amount the porter was paid from June 1, 1918, to July 24, 1919, and the sum which the porter would have been entitled to between said dates if Supplement No. 12 to General Order No. 27 had been applied. This settlement was thought advisable. Later on, a similar case against the Seaboard Air Line Railway at Norfolk was contested and won in the lower court. Thereupon the Regional Counsel withdrew his offer of settlement and since that time we have not offered to settle such claims or suits but are contesting them. The Law Department advises that it is extremely doubtful if the suits can be successfully defended. They think it is likely that plaintiff will have great difficulty in making the proof necessary to show that on each of the dates upon which he worked he did actually perform the service of a brakeman. I understand that the Law Department of the Southern expects to re-submit the matter to the General Solicitor of the Railroad Administration for further instructions as to procedure.

My advice in this suit would be to make the man the same offer on which the others were settled as set forth above. If he accepts, the Operating Department will check his time and ascertain

the amount due and issue voucher accordingly. If he does not see fit to accept, then it seems to me that there remains nothing to be done but to contest the suit to a final conclusion.

Yours very truly,

W H Lever

Vice President.

STATE OF ALABAMA,)
JEFFERSON COUNTY.)

Birmingham, Alabama.

In person appeared Monk Norwood, who after being duly sworn, says:

That he was employed by the Southern Railway at Birmingham, Alabama, September 30th, 1917, as a breakman, and that he has been used in both freight and passenger service; and that his back pay from January 1st, 1918, amounts to a considerable sum, but owing to his not having access to the records of the company he is unable to state definitely the exact amount due him, but states the following, to-wit:

That for the months of January up to and including July 22nd, 1918, he received Forty-nine Dollars per month each under the allowances provided in General Order No. 27, thus making a shortage of Twenty-two Dollars per month for said time.

That from to-wit, July 23rd, 1918, to October 30th, 1918, he served as extra porter on passenger trains running from Birmingham, Alabama, to Atlanta, Gworgia, and received Two & 18/100 Dollars per day; and also ran from Birmingham, Alabama, to Columbus, Mississippi, on a passenger train and received on trains Nos. 15 and 16, Three & 37/100 Dollars per trip; and on trains Nos. 11 and 12, Three & 58/100 Dollars per trip. During his work on these different trains at this time, in addition to acting as porter, he threw switches, tested air signals, coupled and uncoupled air hose and performed all other duties as a breakman, and was entitled to be paid as such. Affiant should have been paid by the one hundred miles instead of by the day on trips.

That from November 1st, 1918, to December 30th, 1918, he worked the same as the preceeding months except that he was on both passenger and freight trains from Birmingham, Alabama, to Atlanta, Georgia, and from Birmingham, Alabama, to Columbus Mississipi, as breakman getting the same pay per day per trip when he should have received breakman's

m

pay.

That from January 1st, 1919, to November 30th, 1919 he received the same amount per day or trip to-wit, Two & 18/100 Dollars from Birmingham to Atlanta, and Three & 37/100 Dollars per trip from Birmingham to Columbus on trains Nos. 15 and 16; and Three & 58/100 Dollars on trains Nos. 11 and 12, but in fact he should have received Two & 66/100 Dollars per one hundred miles; that during the trips to Columbus, Mississippi, they would double one day, that is, leave Birmingham, at six fifty A. M., reach Columbus Mississippi at twelve twenty P. M., leave Columbus same day at two twenty-five P. M. and reach Birmingham same day at seven forty-five P. M., on the following day leave Birmingham at four P. M., reach Columbus at nine thirty P. M., leave on following morning at five fifty A. M., and due in Birmingham eleven twenty-five A. M. During this entire period he performed duties of a brakman as set out above; when on passenger trains and when on freight trains he performed all duties of a breakman.

Affiant claims the difference in the amount paid and the amount to which he was entitled under the allowances provided in General Order No. 27 and Supplement thereto.

Monly Norwood

Sworn to and subscribed before me this the 12th, day of May 1921.

R. D. Coffee

Notary Public.

File aw

115-2

Southern Railway System

Law Department

1300 Pennsylvania Avenue

Washington, D.C., July 22, 1921 - CC/c

L.E.JEFFRIES,
VICE-PRESIDENT & GENERAL COUNSEL.
S.R.PRINCE,
GENERAL SOLICITOR.
CHARLES CLARK,
SOLICITOR.

27699

Mr. A. A. McLaughlin,
General Solicitor,
U. S. R. R. Administration,
Washington, D. C.

Dear Sir:

Arthur Dick v. Director General, (Porter Wage Suits) - attention Mr. Ward.

Return your file 115-2, subject claims of porters on Southern and L&N Railroads for back pay, which was borrowed in connection with the above suit.

Also return your file E38-11a-10, subject claim of David Majors and other colored porters, Southern Railroad, represented by Cox and Sherier. From this last file was detached the original claim submitted on above by these porters in September, 1919. It was called for under a notice to produce. I am making effort to get it back and will preserve it carefully, or return to your files, if you prefer.

It is my pleasure to confirm telephone report that the jury found in favor of the defendant in the case on Wednesday afternoon, the 20th. The plaintiff has filed a motion for new trial. I will let you know the outcome.

Yours very truly,

Charles Clark
Solicitor.

Form

TELEGRAM

115-2

2—4406

File

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

Sent from Washington, D. C., July 20th, 1921., 19

Mr. A. A. McLaughlin,
Care J L Bridgh General Solicitor,
Minneapolis, St. Paul & Sault Ste. Marie Railway Company,
Minneapolis, Minnesota.

Jury today rendered verdict in favor of Government in Dick train porter case

WARD

DIVISION OF LAW

July 9th, 1921.

File 115-2

Mr. Charles Clark, Solicitor
The Southern Railway System,
Washington, D. C.

Dear Sir:

I enclose herewith declaration and summons in the case of William Hudgen versus James C. Davis, etc., pending in the Municipal Court of the District of Columbia. Service was had on the Director General, July 8th.

Plaintiff, as you will observe, was a train porter during the period of Federal control.

I would appreciate it if you would take appropriate action to protect the interests of the Director General in this matter and would also acknowledge receipt of the papers inclosed herewith.

Yours very truly,

General Solicitor.

AW/J
Enclosure

July 13th, 1921.

File

Mr. Charles Clark, Solicitor,
The Southern Railway System,
Washington, D. C.

Dear Sir:

I enclose herewith copies of Declaration and Summons in the cases of Mack Reese, versus Director General, and James Stewart, versus Director General, pending in the Supreme Court of the District of Columbia.

The plaintiffs were colored porters on the Southern Railway during Federal control.

Summons in each case was served on the Director General under date of July 12th, 1921.

I would appreciate it if you would take appropriate action to protect the interests of the Director General in these cases.

Yours very truly,

General Solicitor.

AW/J

July 12th, 1921.
File 115-2

Memorandum for Director General:

Replying to your attached memorandum of June 21st, 1921, I make the following report with regard to train porter suits:

General Order No. 27, increased the rates of pay of all railroad employees. It did not refer to classes, it simply listed the old rates and opposite each rate was placed the newly established rate. Therefore under General Order No. 27, every railroad employee regardless of occupation or classification, was given an increase.

Article No. 6 to General Order No. 27, contained the following provision:

> "Article VI. - Colored firemen, trainmen, and Switchmen."
>
> "Effective June 1, 1918, colored men employed as firemen, trainmen, and switchmen shall be paid the same rates of wages as are paid white men in the same capacities."

It was clearly the intent of this provision to prevent discrimination against colored employees; however, it is equally clear that a colored man would not be given the pay of a white man unless he performed the same class of duties performed by the white man. Nevertheless, controversies arose as a result of which Supplement No. 12 to General Order No. 27 was issued under date of December 2nd, 1918, as follows:

> "Supplement No. 12 to General Order No. 27.
>
> "Washington, D.C., Dec. 2, 1918.
>
> "To carry out the intent of Article VI. of General Order No. 27, and retroactive to June 1, 1918, it is ordered:

1. Employees in a passenger train crew, except conductor, collector, and baggagemaster, qualified and regularly required to perform the following essential duties, will be designated as passenger brakemen or flagmen and paid accordingly:

(a) Inspect cars and test signal and brake apparatus for the safety of train movement.
(b) Use hand and lamp signals for the protection and movement of trains.
(c) Open and close switches.
(d) Couple and uncouple cars and engines and the hose and chain attachments thereof.
(e) Compare watches when required by rule.

2. Where white brakemen are not employed, the compensation and overtime rule for colored brakemen shall be the same, for both passenger and freight service, as for the same positions on the minimum paid contiguous road.

3. This order shall not curtail the duties of employees heretofore classed as "train porters."

4. This order shall not infringe upon the seniority rights of white trainmen."

After the issuance of this Supplement, various colored train porters claimed that they were entitled to the designation of passenger brakemen or flagmen, and that they should be paid accordingly. Such claims were filed principally on the Southern roads - the Alabama & Vicksburg, the Vicksburg, Shreveport & Pacific, the Southern, the Atlantic Coast Line, the Richmond, Fredericksburg & Potomac and the Seaboard Air Line. Many hundreds of claims have been filed by comparatively few lawyers. John M. Long of Richmond, represents a large number of the porters on the Seaboard, and Joseph T. [illegible]ier, (law partner of Jos. M. Cox, former Regional Counsel) represents twenty or more claims on the Southern, some of who have filed actions in the Courts of the District of Columbia.

When these claims were first filed, Mr. Underwood authorized settlement on the basis of 25% of the difference between the amounts actually paid and the amounts which would have been paid under Supplement No. 12, had it been applied. Several settlements on the various Southern roads were made on this basis, but finally when the claims became so numerous and were being handled by the same lawyers, thus indicating that these lawyers were soliciting cases which otherwise would not have been brought, I took the matter up with the purpose in mind of determining whether the Administration was liable in these cases.

About this time eighty six claims were filed on the Seaboard at Norfolk, involving $168,740.46. Mr. Long of Richmond presented these claims and later filed suit against the Director General. We took the matter up with General Solicitor Wright of the Seaboard who suggested that the cases should be settled for $30,000.00. However, we concluded that under Supplement No. 12, it would be necessary for the porter to prove that he was "qualified and regularly required to perform" each and all of the essential duties therein enumerated, and it was thought that the train porters on the Seaboard would have great difficulty in making such proof. I also may add that the fact that the cases would be tried in the South may have had some slight bearing on our determination to instruct Mr. Wright to proceed to trial rather than make settlement. Broadly speaking, however, we took the view that it was not the intent of Supplement No. 12 to change the designation of a train porter unless he performed the duties of a brakemen or a flagman and was qualified and regularly

required to perform each and all of the essential duties, and it seemed clear to us that the porters on the Seaboard were not qualified and did not perform such duties.

Accordingly the case of Crump, versus Director General was tried at Norfolk, in which case the jury returned the verdict for the Railroad Administration. The Court instructed the jury as follows:

"The court instructs the jury that in order to recover in this case the plaintiff must prove by a preponderance of the evidence that he was qualified and regularly required to perform and did in fact perform each and all the duties of brakeman or flagman, as prescribed in Supplement No. 12 to General Order No. 27, at the times for which he is claiming compensation in this case. The terms "qualified and regularly required," as used in said Supplement No. 12 under which plaintiff claims, must be taken in their trade or railroad sense, and in order to claim the benefit thereof, plaintiff must show that he was qualified to perform said duties of brakeman or flagman by standing all examinations regularly required of brakemen or flagmen at all time, and in all other respects, and that he was regularly required as a part of his duties fixed by the authorities of the Railroad Administration operating said railroad to perform said duties. And the jury are further instructed that the performance of certain of said duties from time to time at the request of the conductor or other train official as a personal accommodation or otherwise, did not constitute a regular requirement to perform said duties within the meaning of Supplement No. 12. And the jury are instructed that unless they believe from the evidence that the plaintiff was qualified, and regularly required to perform each and all of the duties of brakeman or flagman as prescribed in said Supplement No. 12, as herein defined and explained, they must find for the defendant."

At a later date the Court over-ruled a motion for a new trial, rendering the following decision:

"With reference to the motion to set aside the verdict in the case of O. E. Crump, vs. John Barton Payne, Agt. &c.

"The pamphlet containing General Order No. 27 of the Director General of Railroads, with all the supplements to and interpretations of that order, makes interesting reading after all the war excitement has abated. It was evidently the desire of the Director General to keep the railroads of the country in most active operation to meet the pressing needs of transportation of

troops and material, and to incite the operatives to strenuous efforts by classifying them and granting them increased remuneration. The various "interpretations" show that the orders and Supplements were intended to go into effect promptly, and the Railroad Administration, and the Boards formed in connection with it, were active in taking steps to see that the respective classes of operatives received their proper compensation during the war period, and in responding to requests to have this done.

"The case now before the court is brought after the war is ended and the railroads have been returned to their owners. The function of the Court is much more limited than that of the Government Officials at the head of the railroad operation. The court cannot consider the matter from an economic standpoint, but must view the case purely as a matter of contract, the burden being upon the plaintiff to show a right to recover the amount of money claimed by him as a result of a promise to pay it. The evidence shows that the plaintiff continued, after the promulgation of Supplement No. 12 to receive his compensation as thertofore, and without reference to that supplement, until the end of government control, not entirely without expressing dissatisfaction, but yet without immediate and strenuous insistence by him or the class of operatives to which he belonged that the pay of the train porters should be raised at once to the standard now claimed by him. It was a matter that ought to have been, and no doubt would have been, settled promptly by the Railroad Administration.

"The instruction, which was the subject of argument on the motion for a new trial, may be no doubt, in some respects, more adequately worded. But the gist of the instructions was in the meaning placed upon the language "qualified and regularly employed." I am satisfied, upon reflection, that the construction given to that language was correct.

"It would scarcely have been just, and would have been practically impossible in application, to have endeavored to ascertain as to each member of the train crews whether he was, in a general sense, qualified that is possessed of sufficient training and knowledge to properly perform the duties essential to bring him within the purview of Supplement No. 12. It was therefore necessary to have some general standard by which the "qualification" should be ascertained, as the Supplement was intended to take effect at once, and operate as an immediate increase of pay of the workmen coming within the class intended to be benefitted.

"I find nothing in any of the published announcements of the Director General, that militates against such a view.

"I think that the instruction was correct in this respect, and as this was the turning point of the case before the jury, without reference to other instructions, which were refused, I am constrained to overrule the motion for a new trial."

The result of this Crump case, is to leave the question as to whether these porters are entitled to pay as brakemen or flagmen, a question in fact, ie, was the porter qualified and regularly required to perform each and all of the essential duties enumerated in the Supplement. My own view is that an ordinary train porter would have great difficulty in proving his case. It is apparent that incidental to his duties as porter it may have been necessary for him to perform some of the duties enumerated, but I do not think that an ordinary porter was qualified and regularly required to inspect cars and test signals and brake apparatus for the safety of train movement; use hand and lamp signals for the protection and movement of trains; open and close switches; couple and uncouple cars and engines and the hose and chain attachments thereof; comparing watches when required by rule.

I recently saw Mr. Charles Clark, Solicitor for the Southern Railway, and he said he had no doubt that the porters were not qualified to perform the duties in question. He said also that if they did perform some of those duties, such as inspect cars and test signal and brake apparatus for the safety of train movement, they did it in a perfunctory manner and under the supervision of white men. However, on the other hand he is afraid that we may not be able to establish our defense in the pending cases in the District of Columbia, and does not wish to go to trial in those cases unless absolutely necessary.

Mr. Long's cases. - With respect to Mr. Long's cases on the Seaboard, I think we should stand for the present on the ruling in the Crump case and should refuse to make settlements except where we may be advised by Mr. Wright of the Seaboard, that we would not be able to establish our defense in any individual case. As you will observe a compromise at 25% of the amount claimed would involve several thousand dollars. Mr. Long's statement that compromise settlements were made on the Richmond, Fredericksburg & Potomac is true. I have found a letter in the Director General's file indicating that $600.00 was paid in each case, fourteen in all. $500.00 to the porter and $100.00 for attorney's fees. This action, however, does not bind us to make similar settlements now, although it embarrasses us somewhat. The settlements in these Richmond, Fredericksburg & Potomac cases apparently were made sometimeago.

I have made a search for the report made by Mr. Carter, referred to by Mr. Long, but am unable to find it. The files are very voluminous, containing memoranda of various officials heretofore connected with the Railroad Administration. These train porter cases have presented a difficult question to the Administration and different officials have expressed different ideas on the subject.

Mr. Long's statement that orders were issued on some of the roads curtailing the duties of colored porters is true. I do not think, however, that these orders recognized that the porters had theretofore been performing duties of flagmen or barkemen. The porters were pressing numbrous claims for pay as flagmen or brakemen under Supplement 12, and I believe the orders were issued curtailing their duties so that they would not have

any ground even for contending that they were performing the duties of flagmen or brakemen.

As above stated I feel that we should adhere to the ruling in the Crump case for the present, so far as the Seaboard Air Line claims are involved, and in any event we should not make any concessions until we have first submitted the matter to General Solicitor Wright of the Seaboard and obtain his views.

Mr. Sherier's cases on the Souther. - Mr. Sherier represents twenty or more claims on the Southern and has already filed several cases in the Municipal Court of the District of Columbia, and in the Supreme Court of the District of Columbia. The jurisdiction of the Municipal Court extends to cases involving $1,000.00 or less. Therefore, the cases filed in the Supreme Court of the District involve more than one thousand dollars, and owing to the crowded condition of the docket these cases in the Supreme Court will not come to trial for sometime.

The cases in the Municipal Court however, are handled very quickly, and one is set for trial on Friday of this week, July 15th. The case is set for trial before a jury, and Mr. Sherier proposes to call various conductors, baggagemen and brakemen, at present employed by the Southern as witnesses to testify for the colored plaintiff.

Mr. Sherier filed most of his claims sometime ago (before July 15th, 1920) and he has heretofore informed the Legal Department of the Southern that he would not take less than 75% as a compromise settlement. He was offered the 25% but refused to accept. The attorneys representing us state that they think he will accept a settlement lower than 75% (say

62-1/2%), but that he will not go as low as 25%. Mr. Clark of the Southern, as I have stated above, does not want to go to trial unless it is absolutely necessary.

Mr. Sherier claims that these men on the Southern were qualified and regularly required to perform all of the essential duties and as I have stated proposes to call as witnesses, certain conductors, baggagemen and brakemen at present employed on the Southern. Mr. Gower of the firm of Hamilton & Hamilton, of this City, is employed by the Southern to handle the cases for the Director General and at the present time is endeavoring to find out just what proof Sherier will be able to establish. In this respect he probably will interview certain of the conductors and baggagemen on the Southern.

In view of Mr. Clark's desire not to go to trial in these cases, the matter is submitted to you for instructions as to whether you would wish to go higher than the 25% offered. The matter of course should be handled promptly, inasmuch as one of the cases is set for trial on Friday.

General Remarks. - It is my recommendation that in those cases where the Railroad is strongly of the opinion that we would have a weak case before a jury, we should make a compromise settlement not to exceed 25%. In the case of the Seaboard I think we should adhere for the present to the ruling in the Crump case. In any event, we should not take any action on the Seaboard cases, without first conferring with General Solicitor Wright. Perhaps I should also call your attention to the fact that under

Memo to Director General:

July 12th, 1921.

Supplement No. 26 to General Order No. 27, effective November 1st, 1919, the rate of pay of train porters was increased as follows:

> "For all train porters, excluding those who are provided for in Supp,ements Nos. 12, 17, and 18 to General Order No. 27, establish a basic minimum rate of sixty (60) dollars per month, and to this basic minimum rate and all rates of sixty (60) dollars per month and above, in effect as of January 1, 1918, prior to the application of General Order No. 27, add twenty-five (25) dollars per month, establishing a minimum rate of eighty-five (85) dollars per month."

A. Ward.

AW/J

Form G-18

FILE NO.

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT:

115-2

MEMORANDUM

June 25, 1921.

Mr. McLaughlin.

I am attaching hereto my file in regard to a claim for back pay as brakeman and porter on the Southern Railway, made by Monk Norwood, covering a period from January 1, 1918 to November 30, 1919.

This matter was referred to me by Congressman Huddleston, and as it is my recollection that you have handled similar cases, the matter is respectfully referred to you for such attention as you may deem necessary.

E. M. Alvord.

UNITED STATES RAILROAD ADMINISTRATION
DIRECTOR GENERAL OF RAILROADS

DIVISION OF LAW
JAMES C. DAVIS, GENERAL COUNSEL

SOUTHEASTERN REGION
VICTOR LAMAR SMITH
REGIONAL COUNSEL
S. T. BILLINGSLY
REGIONAL CLAIM AGENT

506-511 GRANT BUILDING
ATLANTA, GA.

115-2

(B)

LH

DIVISION OF LAW
MAY 2 1921

April 29th,1921.
File No. 2222

Mr. A. A. McLaughlin, Gen'l. Solicitor,
U.S.Railroad Administration,
Washington, D. C.

Dear Sir:

Back Wages of Negro Train Porters -
Alabama & Vicksburg Railway Company.

I beg to acknowledge with thanks, receipt of your kind favor of the 25th inst. in the above matter.

Through courtesy of your Department, I have heretofore obtained, and am now forwarding to Mr. Larz A. Jones, President and General Manager, the outline of argument for the defense, which was prepared in the case of Crump vs. Payne; and which embodies completely and thoroughly all of the possible contentions that may be made in behalf of the Administration, and also contains valuable suggestions as to the conduct of the trial of such case. I am also sending a copy thereof to Mr. S. R. Prince, General Solicitor, for his file, guidance and information. I, of course, am advising him the result of the Crump case.

Very truly yours,

Victor Lamar Smith

VLS/PS

Regional Counsel.

UNITED STATES RAILROAD ADMINISTRATION
DIRECTOR GENERAL OF RAILROADS

SOUTHEASTERN REGION
VICTOR LAMAR SMITH
REGIONAL COUNSEL
S. T. BILLINGSLY
REGIONAL CLAIM AGENT

DIVISION OF LAW
JAMES C. DAVIS, GENERAL COUNSEL

506-511 GRANT BUILDING
ATLANTA, GA.

April 29th,1921.
File No. 2222

Mr. Larz A. Jones, Pres.& Gen'l.Mgr.,
Alabama & Vicksburg Rwy.,
New Orleans, La.

Dear Sir:

Back Wages of Negro Train Porters
Alabama & Vicksburg Rwy.Co.

I herewith hand you an outline of the argument of the defense in the case of Crump vs. Payne, which was won without difficulty. This outline contains not only the various contentions which can be made in behalf of the Administration, but also some valuable suggestions as to the conduct of the trial of such case; also pertinent authorities. I take pleasure in sending same to you, pursuant to direction of the General Solicitor.

I also send you copy of letter of Special Counsel to Mr. Wright - of date February 11th. If I can be of any further service to you, kindly call upon me without hesitation.

Very truly yours,

VLS/PS
encl.

Regional Counsel.

Copy to - Mr.A.A.McLaughlin,Gen'l.Solicitor,
U.S.Railroad Administration,
Washington,D.C.

UNITED STATES RAILROAD ADMINISTRATION
DIRECTOR GENERAL OF RAILROADS

DIVISION OF LAW
JAMES C. DAVIS, GENERAL COUNSEL

SOUTHEASTERN REGION
VICTOR LAMAR SMITH
REGIONAL COUNSEL
S. T. BILLINGSLY
REGIONAL CLAIM AGENT

506-511 GRANT BUILDING
ATLANTA, GA.

April 29th,1921.
File No. 2222

Mr. S. R. Prince,Gen'l. Solicitor,
Southern Railway System,
Washington, D. C.

Dear Sir:

Back Wages of Negro Train Porters

In the above matter I beg to hand you copy of outline of argument for defense in re. case Crump vs. Payne, Director General, which was easily won at Norfolk by the Seaboard Counsel. It embraces all possible contentions, also pertinent authorities and suggestions concerning conduct of trial of such case. I forwarded copy of same to Mr. Larz A. Jones, President and General Manager of the Alabama & Vicksburg Railroad. All is fully shown by my letter to him of this date - copy of which I hand you herewith and which is self-explanatory.

The Administration is fighting everyone of these cases, and my only regret is that we ever compromised any of them,- thereby producing this activity in all other directions.

Very truly yours,

VLS/PS
encl.

Regional Counsel.

Copy to - Mr. A.A.McLaughlin,
Gen'l.Solicitor,
U.S.Railroad Adm.,Washington,D.C.

April 25th, 1921.

Dear Sir:

I am in receipt of your letter of April 15th, 1921, with regard to claims of colored train porters, represented by Frank W. Smith, of Birmingham, Alabama. It is the policy of the Railroad Administration to decline claims of this character, for two reasons:

1. The claims were not presented on or before July 15th, 1920, the date set by the Director General for the filing of claims under General Order 27 and its supplements;

2. Under Supplement No. 12 to General Order No. 27, the claim- and must show that he was "qualified and regularly required to perform" all of the duties enumerated in the Supplement, and it seems to me that the ordinary train porter could not show that he was qualified and regularly required to perform all such duties.

In this connection, in some train porter cases on the Seaboard Air Line, recently tried, at Norfolk, the court instructed the jury as follows:

"The court instructs the jury that in order to recover in this case the plaintiff must prove by a preponderance of the evidence that he was qualified and regularly required to perform and did in fact perform each and all the duties of brakeman or flagman, as prescribed in Supplement No. 12 to General Order No. 27, at the times for which he is claiming compensation in this case. The terms "qualified and regularly required," as used in said Supplement No. 12 under which plaintiff claims, must be taken in their trade or railroad sense, and in order to claim the benefit thereof, plaintiff must show that he was qualified to perform said duties of brakeman or flagman by standing all examinations regularly required of brakemen or flagmen at all time, and in all other respects, and that he was regularly required as a part of his duties fixed by the authorities of the Railroad Administration operating said railroad to perform said duties. And the jury are further instructed that the performance of certain of said duties from time to time at the request of the conductor or other train official as a personal accommodation or otherwise, did not constitute a regular requirement to perform said duties within the meaning of Supplement No. 12. And the

A

UNITED STATES RAILROAD ADMINISTRATION
DIRECTOR GENERAL OF RAILROADS
DIVISION OF LAW
CENTRAL REGION
REGIONAL COUNSEL
JOSEPH W. COX
REGIONAL CLAIM AGENT
O. D. CROCKER

jury are instructed that unless they believe from the evidence that the plaintiff was qualified, and regularly required to perform each and all of the duties of brakeman or flagman as prescribed in said Supplement No. 12, as herein defined and explained, they must find for the defendant."

In these cases the jury returned a verdict for the defendant, and on plaintiff's motion to set aside the verdict and for a new trial, the court rendered the following opinion:

"With reference to the motion to set aside the verdict in the case of O. E. Crump vs. John Barton Payne, Agt. &c.

The pamphlet containing General Order No. 27 of the Director General of Railroads, with all the supplements to and interpretations of that order, makes interesting reading after all the war excitement has abated. It was evidently the desire of the Director General to keep the railroads of the country in most active operation to meet the pressing needs of transportation of troops and material, and to incite the operatives to strenuous efforts by classifying them and granting them increased remuneration. The various "interpretations" show that the orders and supplements were intended to go into effect promptly, and the Railroad Administration, and the Boards formed in connection with it, were active in taking steps to see that the respective classes of operatives received their proper compensation during the war period, and in responding to requests to have this done.

B

The case now before the court is brought after the war is ended and the railroads have been returned to their owners. The function of the Court is much more limited than that of the Government Officials at the head of the railroad operation. The court cannot consider the matter from an economic standpoint, but must view the case purely as a matter of contract, the burden being upon the plaintiff to show a right to recover the amount of money claimed by him as a result of a promise to pay it. The evidence shows that the plaintiff continued, after the promulgation of Supplement No. 12 to receive his compensation as theretofore, and without reference to that supplement, until the end of government control, not entirely without expressing dissatisfaction, but yet without immediate and strenuous insistence by him or the class of operatives to which he belonged that the pay of the train porters should be raised at once to the standard now claimed by him. It was a matter that ought to have been, and no doubt would have been, settled promptly by the Railroad Administration.

The instruction, which was the subject of argument on the motion for a new trial, may be no doubt, in some respects, more adequately worded. But the gist of the instruction was in the meaning placed upon the language "qualified and regularly employed." I

am satisfied, upon reflection, that the construction given to that language was correct.

It would scarcely have been just, and would have been practically impossible in application, to have endeavored to ascertain as to each member of the train crews whether he was, in a general sense, qualified that is possessed of sufficient training and knowledge to properly perform the duties essential to bring him within the purview of Supplement No. 12. It was therefore necessary to have some general standard by which the "qualification" should be ascertained, as the Supplement was intended to take effect at once, and operated as an immediate increase of pay of the workman coming within the class intended to be benefitted.

I find nothing in any of the published announcements of the Director General, that militates against such a view.

I think that the instruction was correct in this respect, and as this was the turning point of the case before the jury, without reference to other instructions, which were refused, I am constrained to overrule the motion for a newtrial."

I am asking Regional Counsel Smith, at Atlanta, to correspond with you with regard to these present claims, as he has several cases of this character in his jurisdiction, and is thoroughly familiar with the whole situation.

Yours very truly,

General Solicitor.

Mr. Larz A. Jones,
President and General Manager,
Alabama & Vicksburg Railway Company,
Queen & Crescent Building,
New Orleans, Louisiana.

AW/L

REGIONAL CLAIM AGENT
O. D. CROCKETT
REGIONAL COUNSEL
JOSEPH W. COX
CENTRAL REGION

E. MARVIN UNDERWOOD, GENERAL COUNSEL
DIVISION OF LAW

DIRECTOR GENERAL OF RAILROADS
UNITED STATES RAILROAD ADMINISTRATION

1100 HARVEY-WRIGHT BLDG.
WASHINGTON, D. C.

April 25th, 1921.

Dear Sir:

I send you herewith a copy of a letter of April 15th, 1921, from the President and General Manager of the Alabama & Vicksburg Railway, with regard to claims of colored train porters under Supplement No. 12 to General Order No. 27. In view of the favorable action of the court at Norfolk, in the Seaboard Air Line cases, these claims should, of course, be declined; and in view of the fact that you have in your region numerous claims of this character on other roads, I wish that you would take the present cases up with the Alabama & Vicksburg. I send you herewith a copy of a letter which I am today addressing that road.

For your use, I enclose herewith a copy of a brief prepared by General Solicitor Wright in the Seaboard Air Line cases.

I call your particular attention to the Letter of November 30th, 1920, written by Mr. Prince, of the Southern, to Frank W. Smith, at Birmingham, Alabama, who represents these train porters. I think it would be well to advise Mr. Prince of the decision of the court in the Norfolk cases.

Yours very truly,

General Solicitor.

Mr. Victor L. Smith,
Regional Counsel,
506 Grant Building,
Atlanta, Georgia.

Enclosures
AW/L

REGIONAL CLAIM AGENT
O. D. CRUMPLER
REGIONAL COUNSEL
JOSEPH M. COX

CENTRAL REGION

WASHINGTON, D. C.
1108 HURLEY-WRIGHT BLDG.

E. MARVIN UNDERWOOD, GENERAL COUNSEL
DIVISION OF LAW

DIRECTOR GENERAL OF RAILROADS
UNITED STATES RAILROAD ADMINISTRATION

ALABAMA & VICKSBURG RAILWAY COMPANY
VICKSBURG, SHREVEPORT & PACIFIC RAILWAY COMPANY

VICKSBURG ROUTE

QUEEN & CRESCENT BUILDING

LARZ A. JONES
PRESIDENT AND GENERAL MANAGER

NEW ORLEANS, LA., April 15th, 1921.

REFER TO FILE 280 BOR

Office of
Director General
of Railroads
APR 20 1921

James C. Davis, Esq., Director General of Railroads,
United States Railroad Administration,
Washington, D. C.

Dear Sir:-

BACK WAGES OF NEGRO PASSENGER TRAIN PORTERS
ALABAMA & VICKSBURG RAILWAY COMPANY

Application has been made to me by Mr. Frank W. Smith, Attorney of Birmingham, Ala., on behalf of certain passenger train porters on The Alabama and Vicksburg Railway Company for back wages alleged to be due them from June 1st, 1918, to July 24th, 1919, under Supplement 12 to General Order 27.

Mr. Smith advises that he has already made a collection, under similar circumstances, of wages due passenger train porters on several divisions of the Southern Railway, and I have before me a copy of authority from Mr. Prince, General Solicitor of the Southern Railway, to his officials, to make settlement on the basis which he advises was authorized by the United States Railroad Administration, namely: 25% of the difference between the amount actually earned and the amount the porter would have earned had Supplement 12 to General Order 27 been applied to him between the dates worked within the period June 1st, 1918, to July 24th, 1919.

I enclose herewith a letter from Mr. H. B. Sargent, now Superintendent of Transportation of these lines, written to me

under date of March 30th, which setsforth the particulars in regard to the service on which claims are made. Mr. Sargent was, during a portion of the period involved, namely: from November 1st, 1919, to December 16th, 1919, Federal Manager of The Alabama and Vicksburg Railway Company.

Will you please advise me what the attitude of the Administration will be regarding Mr. Smith's proposal.

Yours truly,

Pres. & Gen'l. Mgr.

B - Encl.

Vicksburg, Miss., Mar. 30, 1921, stc.

File 5.

Mr. Larz A. Jones, Pres.,
A&V Railway Company,
New Orleans, La.

Dear Sir:-

Replying to your letter of March 26th, file 280, in reference to paying passenger train porters on A&V, I beg to advise Supplement 12 to General Order No. 27 provided that effective June 1st, 1918 train porters performing the duties of brakemen should be paid brakemen's wages At that date A&V porters were receiving $1.95 per trip, no change being made in their wages until December 16th, 1919, when it was raised to the rate of the brakemen.

From June 1st, 1918 to January 1st, 1919, brakemen received $3.79 per trip and from January 1st, 1919 to December 16th, 1919, $4.00 per trip. The difference in the rate of pay for the porters on the eight trains per day during this period amounted to about $8,800.00. Prior to July 28th, 1919, porters on A&V performed the duties of brakemen, protecting the head end of train, throwing switches, coupling and uncoupling air hose, steam hose, etc. On that date Mr. Harvey, acting under instructions from Mr. Caldwell issued bulletin, copy of which is attached, instructing that they should not perform brakemen's duties except in cases of emergencies.

I discussed this matter with Mr. Winchell and on his instructions we issued bulletin effective December 16th, 1919, copy of which is attached, requiring porters to perform the services as brakemen.

On the VS&P the porters were paid brakemen's wages effective June 1st, 1918, and prior to July 28th, 1919, the services performed by the porters on A&V and VS&P were identical. They were required to pass a limited examination showing that they knew the flagmen's rules and that they were fit to perform the services of brakemen. They were, in fact, disciplined for failure to properly perform these duties. Supplement No. 12, above referred to, provided that the duties of train porters should not be curtailed in order to reduce their wages and it seems that Mr. Harvey's circular was, therefore, issued in violation of the supplement.

While I am of the opinion that it is not proper that colored train porters should receive the same wages as the white flagmen, it was doubtless the intention of the Railroad Administration that these men would be paid the same wages when they performed duties such as they were performing on the A&V.

If Director General concurs, I do not therefore see any reason why we should not accept settlement that is suggested by Mr. Monroe, namely, to allow these men 25% of the total amount of the claim.

Yours truly,
(Sgd) H.B.Sargent
Supt. Transportation

Enc.

COPY

SOUTHERN RAILWAY SYSTEM
Law Department
1300 Pennsylvania Avenue
Washington, D. C. November 30, 1920

L. E. Jeffries,
Vice President & General Counsel

S. R. Prince
General Solicitor
H.O'B. Cooper
General Attorney.

COPY

Mr. Frank W. Smith,
First National Bank Building,
Birmingham, Alabama.

Dear Mr. Smith:-

Yours of the 20th. on the subject of claims of certain passenger train porters running on the A.G.S.Division of the Southern Railway, received.

If you will state the name of each of your clients, where he resides, what his run consists of, how long he has been in the service, and the time he worked from June 1, 1918, to July24, 1919, I will be glad to consider their claims, provided you are authorized to adjust them and provided you are willing to adjust them on the basis of settlements made with similar claimants at Atlanta and other points. The settlement made is the only one authorized by the United States Railroad Administration, namely, twenty-five per cent of the difference between the amount actually earned and the amount the porter would have earned had Supplement No. 12 to General Order No. 27 been applied to him between the dates he worked within the period June 1, 1918 to July 24, 1919. The latter date is the date that notice was given to the porters specifically directing that they not thereafter perform any of the duties of a passenger train brakeman.

I thank you for taking the matter up with me.

Yours very truly,

(Sgd) S. R. Prince
General Solicitor

SRP/OB

Please RETURN TO
Frank W. Smith, Attorney,
Birmingham, Ala.

FRANK W. SMITH
Attorney and Counsellor at Law
First National Bank Bldg.,
Birmingham, Ala.

March 19, 1921.

HON. J. BLANC MONRO, General Counsel,
Alabama & Vicksburg Railroad Co.,
New Orleans, La.

COPY

My dear sir:-

I have been retained by certain negro train porters on your Road to collect the back-wages due them from June 1st, 1918, to July 24th, 1919, had Supplement No. 12 to General Order No. 27 of the United States Railroad Administration been applied to them between said dates.

I have already made a friendly collection of such back-wages due train porters on several Divisions of the Southern Railway System, upon the basis suggested in the letter of Hon. S. R. Prince, General Solicitor for the Southern, dated November 30th 1920, the original of which I am enclosing herewith for your information, with the request that you kindly return the same to me for my files when you have finished with it. After I made such collections for the porters on the Southern, I suppose the porters on your road heard about it, and now they have also retained me. They have given me postive instructions not to file any suit, at this time, but to make a friendly collection, if possible.

The names of my clients are: Tom Meadows, Steve Lewis, George White, Alex Williams, E. Price, Clint Bunch and Ed Baylock.

I trust that you will take the same broad view of this matter as did Mr. Prince, and that checks or vouchers for the back-wages due these porters will be sent to me, for delivery to them, as soon as it is convenient for you to have the same sent,- calling upon me for any further information that you may need in the matter.

Awaiting a prompt and favorable reply, I am,

Yours very truly,

(Sgd) Frank W. Smith

Enclosure
fws-ss

Form G-18

FILE NO.

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT:

April 22, 1921.

MEMORANDUM for Mr. Ward: 1123

I am attaching hereto letter dated April 15th from President and General Manager Larz A. Jones, Alabama & Vicksburg Railway Company, together with our file regarding back wages of negro passenger train porters.

You will note that Mr. Smith has represented these employees on the Southern Railway and secured some back pay for them and now is taking the matter up with the A. & V. Railroad with the view of securing similar concessions from that road for this class of employees. It is probable that he will, if successful, go from one line to another with this class of claims and the matter of final adjustment will be prolonged.

Will you kindly investigate and handle, in order to close the matter?

A. Abbot.

File

A.W.

Have written letters on these cases.

A.W.

115-2

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

DIVISION OF LAW

JAMES C. DAVIS, GENERAL COUNSEL

SOUTHEASTERN REGION

VICTOR LAMAR SMITH
REGIONAL COUNSEL

S. T. BILLINGSLY
REGIONAL CLAIM AGENT

506-511 GRANT BUILDING
ATLANTA, GA.

DIRECTOR OF LAW
APR 25 1921

April 22nd, 1921.
File No. 260

Mr. A. A. McLaughlin, Gen'l. Solicitor,
United States Railroad Administration,
Washington, D. C.

Dear Sir:

Accept thanks for your very kind favor of the 19th inst. enclosing the Court's opinion in overruling plaintiff's motion for new trial in the Crump case. I certainly enjoyed reading this deliverance. An opinion in your favor always seems so sensible. I am using it with Railroad Counsel of this territory - other than the Seaboard, and including Mr. Colston of Cincinnati.

Very truly yours,

VLS/PS

Regional Counsel.

April 19th, 1921.

Dear Sir:

I am in receipt of your letter of April 16th, 1921, enclosing a copy of the court's opinion overruling the plaintiff's motion to set aside the verdict and for a new trial in the Crump case. Indeed, this is very helpful to the Railroad Administration, and I thank you for the attention which you have given this matter.

Yours very truly,

General Solicitor.

Mr. James F. Wright,
General Solicitor,
Seaboard Air Line Railway Company,
Norfolk, Virginia.

AW/L

April 19th, 1921.

Dear Sir:

You will be interested in reading the attached opinion of the court overruling the plaintiff's motion to set aside the verdict and for a new trial in the Crump case, at Norfolk.

Yours very truly,

General Solicitor.

Mr. Victor L. Smith,
Regional Counsel,
506 Grant Building,
Atlanta, Georgia.

Enclosure
AW/L

SEABOARD AIR LINE RAILWAY COMPANY

LAW DEPARTMENT

JAMES F. WRIGHT,
GENERAL SOLICITOR
SMITH R. BRITTINGHAM,
LEAVEN B. PLUMMER,
SOLICITORS.

Norfolk, Va., April 16, 1921.

55367-F

115-2

APR 18 1921

O. E. Crump v. John Barton Payne, Agent.

Mr. LaRue Brown, General Solicitor,
United States Railroad Administration,
Washington, D. C.

Dear Sir:-

In connection with the other papers recently sent you I now enclose a copy of the court's opinion overruling the plaintiff's motion to set aside the verdict and for a new trial.

Yours very truly,

James F. Wright.

General Solicitor.

a.

C O P Y

LAW AND EQUITY COURT

of the

CITY OF RICHMOND.

Judge's Office
Beverley T. Crump, Judge.

Richmond, Va., April 12th, 1921.

Mr. John L. Long,
Mr. Henry Anderson,

Gentlemen:

With reference to the motion to set aside the verdict in the case of O. E. Crump vs. John Barton Payne, Agt. &c.

The pamphlet containing General Order No. 27 of the Director General of Railroads, with all the supplements to and interpretations of that order, makes interesting reading after all the war excitement has abated. It was evidently the desire of the Director General to keep the railroads of the country in most active operation to meet the pressing needs of transportation of troops and material, and to incite the operatives to strenuous efforts by classifying them and granting them increased remuneration. The various "interpretations" show that the orders and supplements were intended to go into effect promptly, and the Railroad Administration, and the Boards formed in connection with it, were active in taking steps to see that the respective classes of operatives received their proper compensation during the war period, and in responding to requests to have this done.

The case now before the court is brought after the war is ended and the railroads have been returned to their owners. The function of the Court is much more limited than that of the Government Officials at the head of the railroad operation. The court cannot consider the matter from an economic standpoint, but must view the case purely as a matter of contract, the burden being upon the plaintiff to show a right to recover the amount of money claimed by him as a result of a promise to pay it. The evidence shows that the plaintiff continued, after the promulgation of Supplement No. 12 to receive his compensation as theretofore, and without reference to that supplement, until the end of the government control, not entirely without expressing dissatisfaction, but yet without immediate and strenuous insistence by him or the class of operatives to which he belonged that the pay of the train porters should be raised at once to the standard now claimed by him. It was a matter that ought to have been, and no doubt would have been, settled promptly by the Railroad Administration.

The instruction, which was the subject of argument on the motion for a new trial, may be no doubt, in some respects, more adequately worded. But the gist of the instruction was in the meaning placed upon the language "qualified and regularly employed." I am satisfied, upon reflection, that the construction given to that language was correct.

It would scarcely have been just, and would have been practically impossible in application, to have endeavored to ascertain as to each member of the train crews whether he was, in a general sense, qualified that is possessed of sufficient training and knowledge to properly perform the duties essential to bring him within the purview of Supplement No. 12. It was therefore necessary to have some general standard by which the "qualification" should be ascertained, as the Supplement was intended to take effect at once, and operate as an immediate increase of pay of the workman coming within the class intended to be benefitted.

I find nothing in any of the published announcements of the Director General, that militates against such a view.

I think that the instruction was correct in this respect, and as this was the turning point of the case before the jury, without reference to other instructions, which were refused, I am constrained to overrule the motion for a new trial.

Very truly,

(Sgd) Beverley T. Crump

April 18th, 1921.

Dear Sir:

In compliance with your letter of April 8th, 1921, file 55367-A, returned herewith are the papers comprising the brief which you have prepared in the Crump case. I thank you very much for the temporary use of it.

Yours very truly,

General Solicitor.

Mr. James F. Wright,
General Solicitor,
Seaboard Air Line Railway Company,
Norfolk, Virginia.

Enclosure
AW/L

SEABOARD AIR LINE RAILWAY COMPANY

LAW DEPARTMENT

JAMES F. WRIGHT,
GENERAL SOLICITOR
SMITH R. BRITTINGHAM,
LEAVEN B. PLUMMER,
SOLICITORS.

115-2

O. E. Crump v. John Barton Payne, Agent.

Norfolk, Va., April 8th, 1921.

55367-A

APR 10 1921

Mr. LaRue Brown,

General Solicitor, U.S. R.R. Administration,

Washington, D. C.

Dear Sir:

As requested in yours of April 6th I enclose the brief prepared in support of our various defenses in this suit, which I will be glad to have you return after making copies for your file.

We have had to reduce our force somewhat and are very crowded just at present. I am, therefore, unable to make copies in this office as I otherwise would be pleased to do.

Yours very truly,

James F. Wright

General Solicitor.

April 6th, 1921.

Dear Sir:

I am in receipt of and thank you foryour letter of April 4th, 1921, with regard to the train porter cases. I would be glad if you would send me the brief which you prepared in the Crump case, as I would like to have a copy made for our use in this office. We have several cases of this kind pending in various parts of the country. I shall, of course, promptly return the brief to you.

Yours very truly,

General Solicitor.

Mr. James F. Wright,
General Solicitor,
Seaboard Air Line Railway Company,
Norfolk, Virginia.

AW/L

SEABOARD AIR LINE RAILWAY COMPANY

LAW DEPARTMENT

JAMES F. WRIGHT,
GENERAL SOLICITOR
SMITH R. BRITTINGHAM,
LEAVEN B. PLUMMER,
SOLICITORS.

115-2

Norfolk, Va., April 4, 1921.d

55367-F

O. E. Crump v. John Barton Payne, Agent.

Mr. LaRue Brown, General Solicitor,
United States Railroad Administration,
Washington, D. C.

Dear Sir:-

Upon my return to the office on Saturday morning I found that a copy of the instructions in the porter suits to which I personally referred had been forwarded to you.

I have also a brief prepared in support of our various defenses in this suit which I shall be glad to let you have at any time that it may be useful in connection with any other suit which may be brought.

Yours very truly,

James F. Wright

General Solicitor.

a.

March 30th, 1921.

Dear Sir:

I am in receipt of your letter of March 28th, 1921, with regard to the cases of Joe Gillespie, and A. H. Turner, against the Director General, pending on the C. N. O. & T. P. Railway, and I call your attention to letter from this office, dated March 28th, addressed to you, reporting the result of similar cases at Norfolk, Virginia, on the Seaboard Air Line. In view of the successful outcome of the Seaboard Air Line cases, it is our desire that all claims of this kind - colored train porters - be resisted to a finish.

Yours very truly,

ALEXANDER W. SMITH,
Special Counsel.

Mr. Victor L. Smith,
Regional Counsel,
506 Grant Building,
Atlanta, Georgia.

AW/L

Enclosures

SEABOARD AIR LINE RAILWAY COMPANY

LAW DEPARTMENT

115-2

JAMES F. WRIGHT,
GENERAL SOLICITOR
SMITH R. BRITTINGHAM,
LEAVEN B. PLUMMER,
SOLICITORS.

Norfolk, Va., March 29, 1921.d

54919-F

Train Porter Suits - Back time under G. O. 27, Sup. No. 12.

Mr. LaRue Brown, General Solicitor,
United States Railroad Administration,
Washington, D. C.

Dear Sir:-

I have your letter of March 28th with reference to the settlement of the pending porter suits, and shall be guided accordingly.

Yours very truly,

James F. Wright

General Solicitor.

a.

115-2

March 29, 1921.
B

My dear Mr. Mindling:-

I return herewith your file E-38-11-A-10 which contains submission of claims filed on behalf of the colored porters employed on the several divisions of the Southern Railway which you so kindly loaned me several days ago.

The request from Mr. Sherier for a certified copy of this submission has been referred to the General Solicitor of the Southern Railway Company for his attention, in view of the fact that the trial of these cases are being handled by his office for our account.

Very truly yours,

Chief Clerk.

Mr. Mindling,
c/o J. C. Code,
Washington Loan & Trust Bldg.,
Washington, D. C.

WBP-EPH

115-2

March 29, 1921.
B

Gentlemen:-

I return herewith copy of submission of claims filed on behalf of colored porters employed on the several divisions of the Southern Railway Company which you so kindly loaned me several days ago.

I am returning the same for your file.

Very truly yours,

Chief Clerk.

Messrs. Leckie, Cox & Sherier,
Attorneys at Law,
Southern Building,
Washington, D. C.

WBR-EPH

March 28th, 1921.

Dear Sir:

I send you herewith a copy of letter of March 25th, 1921, from General Solicitor Wright, Seaboard Air Line, with regard to the case of Cramp versus Payne. I feel certain that you will be very much interested in the result of this case, and that it will be very helpful to you in the handling of your cases in Atlanta.

Yours very truly,

General Solicitor.

Mr. Victor L. Smith,
Regional Counsel,
506 Grant Building,
Atlanta, Georgia.

AW/L
Enclosure

March 28th, 1921.

Dear Sir:

I am in receipt of your letter of March 25th, 1921, with regard to the case of Crump versus Payne. I am indeed glad to know that you were so successful in handling this case. The result of the case will be of great benefit to us in similar cases of train porters all over the country. We thank you very much for the careful attention which you have given this matter, and appreciate all that you have done.

Yours very truly,

General Solicitor.

Mr. James F. Wright,
General Solicitor,
Seaboard Air Line Railway Company,
Norfolk, Virginia.

AW/L

March 28th, 1921.

Dear Sir:

I am in receipt of your letter of March 25th, 1921, with regard to the six train porter cases pending in Atlanta. I do not think that the successful culmination of the Crump suit should change our position with reference to these pending actions, and feel that we should go ahead with the settlements which have heretofore been agreed upon in these six particular cases.

Yours very truly,

General Solicitor.

Mr. James F. Wright,
General Solicitor,
Seaboard Air Line Railway,
Norfolk, Virginia.

AW/L

SEABOARD AIR LINE RAILWAY COMPANY

LAW DEPARTMENT

JAMES F. WRIGHT,
GENERAL SOLICITOR
SMITH R. BRITTINGHAM,
LEAVEN B. PLUMMER,
SOLICITORS.

115-2

Norfolk, Va., March 25, 1921.d

55367-F

DIVISION OF LAW
MAR 28 1921

O. E. Crump v. John Barton Payne, Agent.

Mr. Alex. W. Smith, Special Counsel,
United States Railroad Administration,
Washington, D. C.

Dear Sir:-

I am glad to be able to advise you that on the termination of the trial of this suit yesterday noon the jury returned a verdict for the defendant. As the case progressed and the issues outlined in my letter to you of March 11th were presented, the court, having been advised that the present action was a test suit for numerous similar claims, expressed the desire to avoid, if possible, a final determination of the jurisdictional question; and, as under the local rules of practice it was possible to place the case in the hands of the jury on its merits and later to permit the court to determine the jurisdictional question, this was done.

As a result the jury was called upon to determine only whether the plaintiff could, under the evidence, claim the benefit of Supplement #12. Counsel for the plaintiff produced only two witnesses, the plaintiff himself and one Hill, the General Secretary of the Train Porters Association. The latter's testimony proved to be irrelevant. The plaintiff testified that he did perform the various duties stipulated in Supplement #12, sometimes at the request of the conductor, sometimes at the direction of the brakeman. The Trainmaster of the Seaboard at Richmond, under whose supervision the train crew operating out of Richmond came, was then put upon the stand for the defendant. It was shown by him that all brakemen are required to stand an examination before they are qualified for and assigned to that position. The conductor with whom the plaintiff was regularly assigned to duty testified that Crump did occasionally perform the various duties which, properly speaking, were those of the conductor and brakemen, but that such occasions were the exception rather than the rule. He also stated that at such times the responsibility for the proper performance of those duties remained in the conductor or brakemen; whereas if the conductor, who was in charge of the entire train crew, ordered the brakemen or flagmen, the qualified employees, to perform a service within the scope of their duties, responsibility ended when he saw

to it that the brakemen or flagmen had started to comply with his orders.

The defendant then offered to the court the instruction a copy of which I enclose. In support of this instruction it was argued that in defining the duties of a large class of employees the term "qualified" must relate to the usual means resorted to by railroads to assure themselves that their employees were qualified to perform the duties assigned to them; that it could not be taken as referring to the actual ability, acquired by long service, to perform any, or even all, of the duties designated in Supplement #12, for the reason that under such a construction the application, in each instance, of the Supplement would become a matter of opinion unguided by any definite rule, thus destroying that uniformity of wages for a given class of employees which this and the other orders of the Director General were obviously intended to establish. The court adopted this view and gave the instruction in the form requested. Under the evidence this practically threw the plaintiff out of court and the jury returned a verdict for the defendant after only a few minutes deliberation.

The plaintiff made the usual motion for a new trial which the court promptly refused, stating that if the verdict had been otherwise it would have felt compelled to grant a new trial.

In order to save the various questions of law presented by the defense in the event the plaintiff appeals from the refusal to grant his motion for a new trial, the court was asked to formally overrule the defendant's request for instructions raising these questions. This will permit the appellate court to pass upon all of the issues raised. I do not believe, however, that the present case will be carried further. It may be that if Mr. Long, the plaintiff's Attorney, feels that he can, in another case, present evidence sufficiently strong to give him a chance to recover under the instructions as given he may do so. I am inclined to believe on the whole, however, that he will go no further with these claims.

If I can be of further service in furnishing you with any information pertaining to this suit for assistance in connection with any other case which may be brought I shall be glad to do so.

Yours very truly,

Jed H. Wainright

General Solicitor.

C O P Y

Defendant's Instruction No. 5-a

The court instructs the jury that in order to recover in this case the plaintiff must prove by a preponderance of the evidence that he was qualified and regularly required to perform and did in fact perform each and all the duties of brakeman or flagman, as prescribed in Supplement No. 12 to General Order No. 27, at the times for which he is claiming compensation in this case. The terms "qualified and regularly required", as used in said Supplement No. 12 under which plaintiff claims, must be taken in their trade or railroad sense, and in order to claim the benefit thereof, plaintiff must show that he was qualified to perform said duties of brakeman or flagman by standing all examinations regularly required of brakemen or flagmen at all time, and in all other respects, and that he was regularly required as a part of his duties fixed by the authorities of the Railroad Administration operating said railroad to perform said duties. And the jury are further instructed that the performance of certain of said duties from time to time at the request of the conductor or other train official as a personal accommodation or otherwise, did not constitute a regular requirement to perform said duties within the meaning of Supplement No. 12. And the jury are instructed that unless they believe from the evidence that the plaintiff was qualified, and regularly required to perform each and all of the duties of brakeman or flagman as prescribed in said Supplement No. 12, as herein defined and explained, they must find for the defendant.

SEABOARD AIR LINE RAILWAY COMPANY

LAW DEPARTMENT

JAMES F. WRIGHT,
GENERAL SOLICITOR
SMITH R. BRITTINGHAM,
LEAVEN B. PLUMMER,
SOLICITORS

115-2

DIVISION OF LAW
MAR 28 1921

Norfolk, Va., March 25, 1921.d

54919-F

Train Porter Suits - Back time under G. O. 27, Sup. No. 12.

Mr. Alexander W. Smith, Special Counsel,
United States Railroad Administration,
Washington, D. C.

Dear Sir:-

I have your letter of March 22nd, file 115-2, with reference to the settlement of the porter suits now pending at Atlanta. While I presume that the successful culmination of the Crump suit, of which I have just written you under separate cover, will not change your position with reference to the pending actions, Will you not confirm me in this belief? I shall await your further advice before proceeding with the settlements.

Yours very truly,

James F. Wright

General Solicitor.

a.

115-2
March 22nd, 1921.

Dear Sir:

I am in receipt of your letter of March 16th, 1921, with regard to the six train porter cases. I agree with you that in view of the previous negotiations, the proper thing for us to do is to go ahead and settle on the basis of those negotiations. I feel, however, in view of the fact that the Crump case will come to trial soon, it might be to our advantage to delay actual settlements in these six cases until after the Crump case has been disposed of.

Yours very truly,

ALEXANDER W. SMITH,
Special Counsel.

Mr. James F. Wright,
General Solicitor,
Seaboard Air Line Railway Company,
Norfolk, Virginia.

AW/L

SEABOARD AIR LINE RAILWAY COMPANY

LAW DEPARTMENT

JAMES F. WRIGHT,
GENERAL SOLICITOR
SMITH R. BRITTINGHAM,
LEAVEN B. PLUMMER,
SOLICITORS.

115-2

Norfolk, Va., March 16, 1921.d

54919-F

Train Porter Suits - Back time under G. O. 27, Sup. No. 12.

Mr. Alexander W. Smith, Special Counsel,
United States Railroad Administration,
Washington, D. C.

Dear Sir:-

In connection with our recent correspondence relative to claims of train porters for back time under Article 6 of General Order #27 and Supplement #12, you are probably aware of the fact that in addition to the 87 claims in the hands of a Richmond Attorney six porters had previously filed suit in Atlanta. Mr. LaRue Brown, in response to an inquiry from this office, advised, in his letter of November 15, 1920, file 115-2-H, that the best settlement possible should be made. Acting on this authority negotiations were entered into and an agreement was reached with the plaintiffs' attorneys to settle these suits on the basis of one-fourth of the difference between the sum paid the plaintiffs and that which they would have earned had they been classified and paid as brakemen. Pursuant to this agreement the pay rolls were prepared showing the amount due under the terms of the settlement. These statements, however, were found to be erroneous and are now in the process of correction.

While I realize that your present policy is to contest vigorously claims of this character, it occurs to me that to repudiate the settlement in this small group of cases at a time when they had been practically completed would be tantamount to a breach of faith. On the strength of the agreement plaintiffs' counsel have refrained from prosecuting the suits, the trial of which could probably have been had sometime ago.

Having laid these facts before you I should like to have your recommendation as to whether we should proceed with the settlement on the agreed basis. Inasmuch as we have definitely determined to litigate the Richmond claims I do not see that we can be prejudiced in any way by settling the Atlanta suits, particularly in view

of the fact that we have already made payment of the settlements of some fifteen similar suits also filed in Atlanta. The pending actions involve approximately $15,000. The amounts found due on the agreed basis of settlement will not, I believe, exceed $2300.00.

Yours very truly,

James F. Wright

General Solicitor.

a.

115-2

March 16th, 1921.

Dear Sir:

I am in receipt of your letter of March 11th, 1921, relative to Crump v. Director General. I appreciate the manner in which you are handling this case.

Yours very truly,

ALEXANDER W. SMITH,
Special Counsel.

Mr. James F. Wright,
General Solicitor,
Seaboard Air Line Railway Company,
Norfolk, Virginia.

AW/L

CC to Mr. V. L. Smith,
Regional Counsel.

SEABOARD AIR LINE RAILWAY COMPANY

LAW DEPARTMENT

JAMES F. WRIGHT,
GENERAL SOLICITOR
SMITH R. BRITTINGHAM,
LEAVEN B. PLUMMER,
SOLICITORS.

115-2

Norfolk, Va., March 11, 1921.

55367-F

DIVISION OF
MAR 14 1921

O. E. C rump v. John Barton Payne, Agent.

Mr. Alex. W. Smith, Special Counsel,
United States Railroad Administration,
Washington, D. C.

Dear Sir:-

I beg to acknowledge with thanks your letters of March 2nd and March 9th, and your telegram of the latter date. My wire of the 8th was prompted by the possibility that it may be incumbent upon us, in connection with the defense that the plaintiff, having had ample time to file his claim with the Administration, is now barred, to produce in evidence all orders which had a bearing upon this right. I wished, therefore, to make sure that I had all such orders in my possession. By stipulation of Counsel it is agreed that officially printed copies of all publications of the Railroad Administration will be received in evidence without formal proof.

The defense of this suit is being carefully prepared with a view to presenting all the issues in as clear and concise a form as possible. In substance these defenses are as follows:

(a) To the jurisdiction:

1. Compliance with Circular #3 of the Division of Labor and the Director General's telegrams of May 29, 1920, and June 28, 1920, were conditions precedent to litigation.

2. Section 301 of the Transportation Act requires submission of the controversy to the Labor Board before the court will take jurisdiction.

(b) To the merits.

1. Plaintiff has accepted pay checks which on their face are receipts in full for all wages due to date.

2. Acceptance of pay under Supplement #26 estops the plaintiff from claiming under Article 6 of General Order #27 and Supplement #12.

3. Plaintiff was not qualified and regularly required to perform the duties enumerated in Supplement #12.

4. If the plaintiff is entitled to recover anything such recovery must be limited to back time from June 1, 1918, to the date on which the order prohibiting porters performing brakemen's work was issued.

While it was thought desirable to remove the case to the Federal Court this was impossible by reason of the fact that under the practice in this State it had been necessary, in order to prevent judgment, to file a plea to the merits, after which the case could not be removed. After careful consideration it was determined that a jury should not be waived. The questions of law and of interpretation involved can be raised by request for charges. If the court's rulings are against us in these particulars we still have a chance for a favorable verdict on the facts. If we obtain this after our request for instructions have been refused we will not, of course, have an authoritative decision on the points of law involved. It was thought preferable, however, to risk this indecisive result in order to ascertain what effect a verdict for the defendant would have upon Counsel's policy in prosecuring the remaining claims. If further suits are brought we can then present for decision exclusive questions of law by demurring to the evidence.

I have just been advised that the trial will not be had on Monday. Continuance is necessary by reason of the crowded condition of the docket. Counsel, however, will endeavor to obtain an early trial.

Yours very truly,

James F. Dwight

General Solicitor.

a.

Form G-7

TELEGRAM

115-2

2—4406

UNITED STATES RAILROAD ADMINISTRATION

W. G. McADOO, Director General of Railroads

Sent from Washington, D. C., March 8th, 1921., 1918

James F Wright
General Solicitor
Seaboard Air Line Railway
Norfolk Virginia

Circubar number three provided for appeal to the Director General and such appeals were filed with the Director of the Division of Labor stop All decisions on appeal in cases where employees were not represented by Railway Boards of Adjustment were rendered in name of Director General stop Telegrams of May twenty nine and June twenty eight certified copies of which I sent you limited time for presenting questions either to Director General or to a railway board of adjustment stop Since July fifteen nineteen twenty no claims have been considered by either Director General or Railway Boards of Adjustment which were not presented prior to July fifteen nineteen twenty stop Am writing you today

ALEXANDER W SMITH
Special Counsel

Division of Law

March 9th, 1921.

Dear Sir:

I am in receipt of your telegram of March 8th, and have today wired you as follows:

"Circular number three provided for appeal to the Director General and such appeals were filed with the Director of the Division of Labor stop All decisions on appeal in cases where employees were not represented by Railway Boards of Adjustment were rendered in the name of the Director General stop Telegrams of May twenty nine and June twenty eight certified copies of which I sent you limited time for presenting questions either to Director General or to a railway board of adjustment stop Since July fifteen nineteen twenty no claims have been considered by either Director General or Railway Boards of Adjustment which were not presented prior to July fifteen nineteen twenty stop Am writing you today."

The wording of Circular No. 3, in some particulars is rather confusing; but briefly speaking, it was the scheme (and we believe this is clearly evidenced by the circulars and general orders) that all employees who were represented by Railway Boards of Adjustment had the right to take their cases to a Railway Board of Adjustment for decision, and all those employees who were not represented by Railway Boards of Adjustment could take their cases to the Director General for decision. Of course, the Director of the Division of Labor, or the Assistants to the Director General, Messrs. Lake and Franklin (see Circular 97), or the staff officer, as the case may have been, acted as the representative of the Director General, and in each instance where a decision was rendered in the case of an employee who was not represented by a Board of Adjustment, the decision was in the name of the Director General.

After the end of Federal control, it was realized that something had to be done with respect to these cases in order to facilitate the winding up of Federal control matters, otherwise, these back time questions would have continued indefinitely. The Director General, therefore, sent out the telegrams of May 29, 1920, and June 28, 1920, limiting the time to July 15, 1920, and since these telegrams, neither the Director General (acting through his Assistants or the Staff Officer) nor any one of the Railway Boards of Adjustment has considered a case which was not presented prior to July 15, 1920.

The Railway Boards of Adjustment, up until the time they were abolished, considered only those cases which were filed prior to July 15th, 1921; and this is true also as to cases which were submitted for the decision of the Director General where the employee was not represented by a Railway Board of Adjustment. As a matter of fact, the office of the Staff Officer has now been closed, as the work has just about come to an end, but no circular was issued.

I send you herewith some circulars with respect to the Division of Labor, the Assistants to the Director General, and the position of Staff Officer, but I do not believe that they will be of much help to you. As I understand it, these tra n porters were not represented by a Railway Board of Adjustment. They should, therefore, have taken their cases up to the Director General for decision prior to the expiration of the time limit. I feel that the time given was ample. Ordinarily, a man knows, before a lapse of several years, whether or not he has been paid enough, and I understand that some of these men are claiming pay as far back as January 1st, 1918.

I shall be greatly obliged if you will keep me advised as to these matters as they are very important to the Administration.

Yours very truly,

ALEXANDER W. SMITH,
Special Counsel.

Mr. James F. Wright,
General Solicitor,
Seaboard Air Line Railway,
Norfolk, Virginia.

AW/L

Copy to V. L. Smith
Regional Counsel

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT. GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT COMMERCIAL NAT'L BANK BLDG., 14th & G STS., N. W. WASHINGTON, D. C. ALWAYS OPEN

Rush W. W. Watts

A 236N CAK

NORFOLK VA 432P 8

1921 MAR 8 PM 4 57

ALEX W SMITH 1699

SPECIAL COUNSEL U S RR ADMINISTRATION WASHINGTON DC

REFERENCE PORTERS SUITS STOP CIRCULAR NUMBER THREE OF DIVISION OF LABOR APPARENTLY REQUIRED WAGE CLAIMS OTHER THAN THOSE OVER WHICH ADJUSTMENT BOARDS HAD JURISDICTION TO BE SUBMITTED TO DIRECTOR DIVISION OF LABOR STOP CIRUCLAR ONE HUNDRED TWENTY ONE ABOLISHED ADJUSTMENT BOARDS BUT CAN FIND NO ORDER AFFECTING CLAIMS NOT COGNIZABLE BY THESE

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Bl
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	
Night Message	
Night Letter	

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT COMMERCIAL NAT'L BANK BLDG., 14th & G STS., N. W. WASHINGTON, D. C. ALWAYS OPEN 1921 MAR 8 PM 4 57

A236N SHEET 2

BOARDS STOP PLEASE ADVISE IMMEDIATELY WHETHER SUCH CLAIMS CAN STILL BE SUBMITTED TO DIVISION OF LABOR STOP IF NOT SENT ME FOR USE AS EVIDENCE UNCERTIFIED BUT OFFICIALLY PRINTED COPIES OF ALL ORDERS OR INSTRUCTIONS SUSPENDING OR OTHERWISE REGULATING THIS RIGHT OTHER THAN THOSE ENCLOSED IN YOUR LETTER MARCH SECOND MUST HAVE THESE IF POSSIBLE NOT LATER THAN THURSDAY

JAMES F WRIGHT.

~~115-23~~

115-V

March 2nd, 1921.

Dear Sir:

I have received and thank you for your letter of February 16th, 1921, relative to the colored train porter suits at Atlanta; and I note your feeling that the Administration would, in the end, fare better through a settlement on a favorable basis than if the claims were allowed to go to trial. You estimate that the present claims could be disposed of for not more than $30,000.

We have given this matter very careful consideration, and, in view of the fact that similar claims are being presented by train porters on other roads which were under Federal control, we are confronted with a situation involving many thousands of dollars; and compromise settlements in your cases would have a tendency to bring about similar settlements in all the other cases. We, therefore, must consider your claims in connection with the claims presented on all Federal control roads.

I am glad to note that, so far as the merits of these cases are concerned, you agree withethe views expressed in my letter of February 11th, 1921; and it seems to me, therefore, that inasmuch as we take the position that these porters were not qualified and regularly required to perform all of the essential duties listed in Supplement No. 12, they are not, therefore, entitled to designation and pay as passenger brakemen or flagmen, and that we should contest their claims vigorously.

We would be glad, therefore, if you would act accordingly in the Crump case, as we assume that this is a case where the facts support our contention that the porter was not qualified and regularly required to perform all of the essential duties. We should, of course, take advantage of the jurisdictional point raised in my letter of February 11th. In this connection, I send you certified copies of the Director General's telegrams of May 29, 1920, and June 28, 1920, limiting the time within which claims could be presented. As you will observe, these telegrams were sent to the various Brotherhoods, and also to Mr. Cuyler; and Mr. Cuyler sent the information out to all the railroads so that the men would have due notice.

We would be glad to have you handle the case in such a manner that an appeal can be taken to the Supreme Court of the United States, if necessary. In other words, we think that every effort should be made to defeat these cases; and a favorable ruling in the Crump case would be very helpful to us in winding up these matters, and would save the Government very substantial sums of money. I shall, of course, always be glad to assist you in any manner I can; and am sending a copy of this letter to Regional Counsel Smith, at Atlanta.

Yours very truly,

ALEXANDER W. SMITH,
Special Counsel.

Mr. James F. Wright,
General Solicitor,
Seaboard Air Line Railway Company,
Norfolk, Virginia.

Copy to Mr. Victor L. Smith,
Regional Counsel, Atlanta.

Enclosures

AW/L

SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT

216W NV 31 GVT 2EX

New Interior Building
Franklin 7100 Extension 41

FATLANTA GA 255P MAR 1 1921

1157

ALEX W SMITH

223

SPL COUNSEL US R A WASHN

MAR 1 1921

YOUR WIRE DATE I REPLIED TO YOURS NINETEENTH ON FEBRUARY TWENTY SECOND STOP MY LETTER HEADED IN REBACK PAY SUITS FILE ONE FIFTEEN D MY FILE NINE SEVENTY

425P. VICTOR LAMAR SMITH

REGIONAL COUNSEL

UNITED STATES RAILROAD ADMINISTRATION
DIRECTOR GENERAL OF RAILROADS

DIVISION OF LAW
JAMES C. DAVIS, GENERAL COUNSEL

SOUTHEASTERN REGION
VICTOR LAMAR SMITH
REGIONAL COUNSEL
S. T. BILLINGSLY
REGIONAL CLAIM AGENT

506-511 GRANT BUILDING
ATLANTA, GA.

115-D

February 22d, 1921.
File No. 970

Mr. Alex W. Smith, Special Counsel,
U. S. Railroad Administration,
Washington, D. C.

FEB 24 1921

Dear Sir:

In Re: Back Pay Suits (Your File No.115-D).

Replying to your kind favor of the 19th inst.

Referring to Mr. Wright's letter. This Back Pay Suit business is like a forest fire. I have come to the conclusion - so far as I am concerned as Regional Counsel - to withhold authorization of compromise, certainly for the present -- except only that I will authorize compromises at some nominal figure, say, 10¢ on the dollar. I have so advised the counsel for the Atlanta Terminal Company. And they agree with me. And we propose to hammer these Lawyers over the head with everything in the way of weapons which we have, and there are several suggestions we can make which are somewhat terrifying to the plaintiff's counsel; such as the possible changes that may be effected by the change in the Administration -- The fact that judgments are not leviable -- The fact that funds may not be available -- The fact that the Republican Administration would naturally not agree with any conclusions that may have been reached by Officials under Democratic Administration -- The fact that it has been held that these suits cannot be maintained without precedent demads on the proper boards at Washington -- That these boards are no longer available -- That the Director General has limited the time within which applications for additional pay can be made - and that such time has expired.

In other words, it seems to me like we ought to put our backs to the wall and fight the whole push - not only here but all over the country.

As to Mr. Wright, he, in common with other Railroad Counsel, is always a little timid, and in addition, they like to get these things off and out of the way -- and the money does not come

out of their Companies, but out of the Government -- and you know the ease and facility with which we can spend other folks' money.

With kindest regards, I am,

Very truly yours,

VLS/PS

Van Lear Smith.

Regional Counsel.

Form G-84

TELEGRAM

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SENT FROM: Washington, D.C.
March 1, 1921.

115-2

Victor Lamar Smith
Regional, Counsel
509 Grant Building
Atlanta, Georgia.

Please hasten reply my letter nineteenth ultimo re labor claims against Seaboard

ALEXANDER W. SMITH
Special Counsel

OFFICIAL BUSINESS.
GOVERNMENT RATES.
CHARGE DIRECTOR GENERAL OF RAILROADS, DIVISION of Law

2—9676

SEABOARD AIR LINE RAILWAY COMPANY

LAW DEPARTMENT

115-V

JAMES F. WRIGHT,
GENERAL SOLICITOR
SMITH R. BRITTINGHAM,
LEAVEN B. PLUMMER,
SOLICITORS.

Norfolk, Va., February 25th, 1921

55367-F

O. E. Crump vs John Barton Payne, Agent.

Mr. Alex W. Smith, Special Counsel,
United States Railroad Administration,
Washington, D. C.

FEB 28 1921

Dear Sir:-

As I wrote you on February 16th the above named suit, involving the right of train porters to back pay under Article VI of G. O. 27 and Supplement 12, is set for trial on March 12th. I desire to arrange a conference with the attorney for the various claimants some time before this date with a view to reaching a settlement. I should, therefore, appreciate a reply to my letter of the sixteenth at your earliest convenience.

Yours very truly,

James F. Wright.

General Solicitor-
a.

115-✓

February 19, 1921.

115 - D

Dear Sir:-

Please note attached copy of letter from Mr. James F. Wright, General Solicitor, Seaboard Air Line Railway Company, Norfolk, Virginia, in reply to my letter to him of February 11 of which last letter carbon copy was sent you.

I would be very much obliged for your views in the light of Mr. Wright's suggestion in order that I may answer him before case to which he refers comes to trial on March 12.

Yours very truly,

ALEXANDER W. SMITH
Special Counsel.

Mr. Victor Lamar Smith,
Regional Counsel,
509 Grant Building,
Atlanta, Georgia.

AWS*MH

SEABOARD AIR LINE RAILWAY COMPANY

LAW DEPARTMENT

115-v

JAMES F. WRIGHT,
GENERAL SOLICITOR
SMITH R. BRITTINGHAM,
LEAVEN B. PLUMMER,
SOLICITORS.

FEB 18 1921

Norfolk, Va., Feb. 16th, 1921.p

55367-F

Mr. Alex W. Smith, Special Counsel,
United States Railroad Administration,
Washington, D. C.

Dear Sir:

I have your letter of Feb. 11th, with reference to the claim of colored porters for back time under Article 6 of General Order No. 27 and Supplement No. 12.

Considering first the suggestion that, in view of the general orders and circulars establishing a procedure for hearing and determining labor grievances, a court would refuse to take jurisdiction of a wage suit involving a controversy which might have been submitted for decision to the Administration; if it were now possible for these claimants to adjust their differences in the manner prescribed by the Director General or the Division of Labor, I think that they should be required to resort in the first instance to the remedial machinery provided for that purpose as a condition precedent to litigation of their claims. We have also succeeded in sustaining this view in a recent case in the Municipal Court of Atlanta, involving the construction of Decision No. 2 of the Labor Board, the court holding that it had no jurisdiction unless and until the plaintiffs had complied with the provisions of Section 301 of the Transportation Act and Article 14 of the Wage Award.

See also in this connection Texas & P. R. Co. v. Abilene Cotton Oil Co., 204 US 426; Rhodes v. Tatum, (Tex) 206 SE 114.

But the remedial boards are no longer functioning, and, consequently the application of this principle to the present cases would deprive the claimants of all remedy. Such a result could only be justified on the theory that the claimants had been guilty of laches in failing to take advantage of the tribunals designated by the Administration to pass upon their claims, and that by such laches they were barred from further remedy. I doubt seriously whether the courts would sanction this view for the reason that employees of this class cannot be held to any degree of diligence in protecting their rights. Furthermore, in practically all of

SEABOARD AIR LINE RAILWAY COMPANY

these cases, it would result in shortening the statutory period of limitation and I am inclined to believe that this would be held to have been beyond the power of the Director General.

I agree entirely with your views respecting the merits of these claims. In my judgment, Article 6 of General Order No. 27 and Supplement 12, were never intended to entitle train porters who occasionally, and even frequently, performed brakeman's or switchman's work, to trainman's pay, except in those cases where no white brakeman was assigned such duties. On July 9th, 1919, however, Mr. Winchell wrote to the Federal Managers as follows:

> "The whole question, in its last analysis, is one of fact; that is if the porters do perform any of the duties set out in Supplement No. 12, whether required to do so by the Management, or otherwise, the rates prescribed in that settlement shall apply. It is entirely proper to restrict their duties to conform to Supplement 12 if it is practicable to certainly do so, but it will be your duty to give this matter such supervision and check as will enable you to determine what duties are actually being performed by the porters and pay them accordingly."

Orders were subsequently issued prohibiting porters from performing trainman's duties. The present claims are for services rendered prior to the issuance of these orders.

We should, in the event the present claims are litigated, and we are not sustained on the jurisdictional point, be relegated to the sole defense that the plaintiffs did not perform trainmen's duties with any substantial degree of regularity. In view of the Administration's own interpretation of Supplement No. 12, our position as a matter of evidence would be very difficult to maintain. For this reason I have, though reluctantly, taken the view that the Administration would in the end fare better through a settlement on a favorable basis than if the claims were allowed to go to trial.

As I have written you, the Atlanta suits were settled on the basis of one-fourth of the difference between the amount already paid and that which the plaintiffs would have earned had they been classified and paid as trainmen. While I can only estimate roughly, I believe that the present claims could, on this basis, be disposed of for not more than $30,000.00.

FORM 8

SEABOARD AIR LINE RAILWAY COMPANY

Mr. Alex W. Smith - Sheet 3.

I should be very glad to have any further suggestions which may occur to you. Counsel for the claimants has requested a conference which I am holding in abeyance pending definite authority to negotiate. I have just been advised that the trial of the only suit which has so far been filed, is set for March 12th, and I, should consequently like to hear from you as promptly as possible.

Will you kindly send me with your further views, a copy of the Director General's order limiting the time for the consideration of claims by the Division of Labor.

Very truly yours,

James H. Wright
General Solicitor.

February 11th, 1921.

Dear Sir:

I am in receipt of your letter of February 4th, 1921, relative to claims filed by 86 colored train porters, aggregating $168,740.46. I note your inquiry as to whether these cases should be settled on the basis of allowing one-fourth of the difference between the amount actually paid the plaintiffs and that which they would have earned had they been classified as train men, which is the basis of settlement used in train porter cases heretofore.

It is apparent to me, and I believe to you also, that the claims of these train porters have no merit. I should think that before a train porter could avail himself of the pay of a brakeman under Supplement No. 12 to General order No. 27, he would have to show that he was,

"qualified and regularly required to perform"

all of the duties enumerated in the supplement; and it seems to me that the ordinary train porter could not show that he was qualified and regularly required to perform all such duties. I would be very glad if you would let me have your views in this respect as to the claims which have now been filed.

Of course, this is an exceedingly late date for these employees to file claims of this kind for back pay, and it leads me to believe that the men themselves were entirely satisfied with the pay they received during Federal control, and that some outside influence must, at the present time, be giving them some sort of encouragement.

As you are well aware, the general orders of the Director General, and particularly Circular No. 3 of the Division of Labor, established procedure for the handling of grievances, and these train porters shoudd have, long ago, availed themselves of the method adopted for the adjustment of their claims. Although the Director General has since set a time limit for the consideration of claims by the Division of Labor, and this time limit has now expired, nevertheless, all railroad employees had due notice, and should have presented their cases in time.

Of course, rules and regulations of this kind, established by a Government official, would seem to have the force of law, so far as not inconsistent with any existing law; and I feel that in view of all the circumstances, a court might refuse to take jurisdiction of a labor case where the plaintiff had neglected to take advantage of the procedure adopted for the adjustment of his claims. Furthermore, it is apparent that if the courts should take jurisdiction, they would be swamped with these labor cases, and General Order No. 27, and its supplements would be subjected to varying and conflicting interpretations.

I would appreciate it very much if you would advise me whether in your opinion these train porters could prove that they performed the duties enumerated in Supplement No. 12; and also whether you think we could succeed in having any cases of this kind thrown out of court on the question of jurisdiction mentioned herein. I may state, in this connection, that action favorable to us has already been taken in a city court of East St. Louis; also in the Municipal Court at Atlanta.

Yours very truly,

A. W. S

Special ~~General~~ Counsel.

Copy to Reg Con. Smith - Atlanta

Mr. James F. Wright, General Solicitor,
Seaboard Air Line Railway Company,
Norfolk, Virginia.

AW/L

SEABOARD AIR LINE RAILWAY COMPANY

LAW DEPARTMENT

118-1

JAMES F. WRIGHT,
GENERAL SOLICITOR
SMITH R. BRITTINGHAM,
LEAVEN B. PLUMMER,
SOLICITORS.

DIVISION OF LAW
FEB 5 1921

Norfolk, Va., February 4, 1921.d

55367-F

O. E. Crump v. John Barton Payne, Agent, SAL Ry. Co.

Mr. La Rue Brown, General Solicitor,
United States Railroad Administration,
Washington, D. C.

Dear Sir:-

Eighty-six colored porters have filed claim for back time under General Order #27 and Supplement #12 through their Attorney, Mr. John L. Long, of Richmond. These claims aggregate $168,740.46, and differ in no way from those for which suits were recently filed and settled in Atlanta.

You may recall that the Atlanta suits were settled on the basis of one-fourth of the difference between the amount actually paid the plaintiffs and that which they would have earned had they been classified as trainmen. I am not certain whether you wish me to conduct negotiations for the settlement of the present claims on a basis no greater than that upon which the Atlanta suits were disposed of. The aggregate amount of the pending claims is large and I do not wish to proceed without specific authority from you to do so. As the Attorney for the claimants is pressing for some action I should be greatly obliged if you would advise me your wishes as promptly as possible.

Yours very truly,

James F. Wright

General Solicitor.

a.

AW

November 15, 1920.

115-2-H.

James F. Wright, Esq., General Solicitor,
Seaboard Air Line Railway Company,
Norfolk, Virginia.

Dear Sir:

I am in receipt of your letter of October 19th, 1920, with regard to the colored porter cases.

It is the view of this office that you should handle each of these cases on its merits and make the best settlement possible. Your letter was referred to Mr. Harahan, who, on November 9th, wrote me the following letter:

> "While the amounts for which the settlements were made were probably all right, in view of the circumstances, yet I do not think the settlements should be made on the basis that this is back time payments because no back time was due them.
>
> "I feel also that Mr. Wright is correct in his suggestion that these should be handled on an individual basis and not go out and make a wholesale settlement of them."

Very truly yours,

General Solicitor.

UNITED STATES RAILROAD ADMINISTRATION
JOHN BARTON PAYNE, DIRECTOR GENERAL OF RAILROADS
WASHINGTON

W. J. HARAHAN
STAFF OFFICER

115-2

Our E-38-11-A
Your 115-2-H
November 9, 1920.

Mr. James C. Davis,
General Solicitor, USRA,
Washington, D. C.

My dear Mr. Davis:

Referring to the attached papers.

[While the amounts for which the settlements were made were probably all right, in view of the circumstances, yet I do not think the settlements should be made on the basis that this is back time payments because no back time was due them.

I feel also that Mr. Wright is correct in his suggestion that these should be handled on an individual basis and not go out and make a wholesale settlement of them.]

Very truly yours,

W J Harahan

l/az

UNITED STATES RAILROAD ADMINISTRATION

JOHN BARTON PAYNE, DIRECTOR GENERAL OF RAILROADS

WASHINGTON

W. J. HARAHAN
STAFF OFFICER

115-r

OCT 21 1920

E-38-11-A
October 20, 1920.

Mr. James C. Davis,
General Solicitor, USRA.,
Washington, D. C.

My dear Mr. Davis:

I am in receipt of your letter of October 13th and I am glad to observe the manner in which these claims are compromised, which shows that the error to which I called attention was rectified before final settlement was made.

Very truly yours,

W J Harahan

l/az

SEABOARD AIR LINE RAILWAY COMPANY

LAW DEPARTMENT

JAMES F. WRIGHT,
GENERAL SOLICITOR.
SMITH R. BRITTINGHAM,
LEAVEN B. PLUMMER,
SOLICITORS.

Norfolk, Va., October 19th, 1920.w

54919-F

DIVISION OF LAW
OCT 20 1920

115-2

Claim of train potters for back time.

Mr. La Rue Brown, General Solicitor,
United States Railroad Administration,
Washington, D. C.

Dear Sir:-

I recently wrote you advising of the status of the suits brought by colored train porters in Atlanta. I believe that we can expect that porters other than the plaintiffs in these suits will now press their claims, and I have no doubt that if they can not obtain satisfaction otherwise they will file suit. In fact five additional actions, returnable next January, have already been brought in Atlanta.

You may recall that in connection with the settlement of the first group of suits Mr. Harahan, in his memorandum to you of September 10th, called attention to an apparent error in computing the increase to which these men were entitled under General Order 27; and that I advised you in my letter of October 2nd that the correct application of this order had been ascertained before the final settlement but at a time when the negotiations had developed to a point where no advantage could be gained thereby. Obviously we are in a position, in handling future suits, to proceed with the knowledge that General Order 27 granted no increase to porters who in December, 1917, were receiving $60.00 per month. The same attorneys are handling the present actions, and it may be that they will insist that the basis of settlement of the former suits was so favorable to the Administration that it should not demand the elimination of the item of back time under General Order No. 27. In the event that this position is taken do you approve of our acquiescing therein? Both this office and District Counsel will, of course, act in the closet cooperation with Mr. Smith so that no action committing us to any definite policy will be taken without his approval.

A further question arises with respect to those porters who as yet have neither presented claims nor filed suits. Some of them doubtless have claims as meritorious as those which we have just settled. I am inclined to the view that it is preferable to handle each case individually by waiting until suit is brought or a claim presented rather than to anticipate such action by offering all porters back time on the basis of the settlements already effected. I shall

appreciate your letting me have your views on this point also.

Yours very truly,

James A. Wright
General Solicitor.

October 13, 1920.

115-2-H.

MEMORANDUM FOR MR. HARAHAN

In re train porter suits against the Seaboard Air Line R. R. -

I beg to hand you herewith copy of letter just received from Messrs. Randolph and Parker, Division Counsel for the Seaboard Air Line, containing a full history of how these claims were compromised.

General Solicitor.

DIRECTOR GENERAL OF RAILROADS

SOUTHERN REGION

VICTOR LAMAR SMITH
REGIONAL COUNSEL
ELIOTT E. CHEATHAM
ASSISTANT REGIONAL COUNSEL
S. T. BILLINGSLY
REGIONAL CLAIM AGENT

DIVISION OF LAW
E. MARVIN UNDERWOOD, GENERAL COUNSEL

506-511 GRANT BUILDING
ATLANTA, GA.

115-7

October 8th, 1920.
File No. 260

Messrs. Randolph & Parker, Division Counsel,
Seaboard Air Line Railroad,
Atlanta, Ga.

Gentlemen:

In Re: Train Porter Suits vs. S.A.L.Railroad.

Accept thanks for your kind favor of the 7th inst. containing a full history of how these claims were compromised. I have forwarded copy of same to Mr. LaRue Brown, General Solicitor, Washington, and another copy to Mr. Wright, General Solicitor, Norfolk.

Very truly yours,

Victor Lamar Smith

Regional Counsel.

VLS-S

Copy to - Mr. LaRue Brown, Gen'l.Solicitor,
U.S.Railroad Administration,
Washington, D.C.

Copy to - Mr. Jas. F. Wright, Gen'l.Solicitor,
S.A.L.Railroad,
Norfolk, Va.

(COPY)

SEABOARD AIR LINE RAILROAD.

Atlanta, Ga., Oct.7,1920.
115-2-D

Mr.Victor Lamar Smith,
RegionalCounsel, U.S.R.R.Administration,
Grant Building, Atlanta,Georgia.

Dear Sir:

In connection with the Train Porters suits instituted sometime since against the Railroad Administration, and with particular reference to the memorandum for Mr.LaRue Brown made by Mr.W.J.Harahan,dated Sept. 10,1920, a copy of which you have furnished us, we beg to advise as follows:

These suits have been settled and,with one exception,the agreed amount paid over to plaintiffs' Counsel. We note particularly the observation of Mr.Harahan,that the file indicates "a rather serious error on the part of the Seaboard Air Line attorneys at Atlanta." The error stated to exist being that the suits were settled upon a misapprehension as to the propriety of allowing to the Porters the 41 per cent increase referred to in General Order No.27. In this connection we beg to advise that when the basis of settlement was tentatively agreed upon with plaintiffs' Counsel, we were under the impression, based upon information which had been furnished us, that these Porters were entitled to a 41 per cent increase, regardless of whether or not they were entitled to Brakemens pay. Before any settlement was agreed upon, however,Mr.James F. Wright, General Solicitor of the Seaboard Air Line Railway Company, advised us on July 20,1920,that while he had theretofore been under the impression that there had been no change in the pay of Train Porters since December 1,1915, inquiry had revealed the fact that the average pay of Train Porters had been raised after that time.

We replied to that letter on July 22,1920,to the effect that we too had been under the impression that General Order No.27,if applied to Porters,would have resulted in an increase making the basis of pay $84.60 instead of $60.00 per month, and that although that complication had come into the tentative settlement, we felt satisfied that the matters should be settled and that an adjustment could not be made out of Court at a figure less than the tentative figures theretofore considered.

Mr. Wright replied on July 30 that Mr. Koplin would be in Atlanta during the first week in August to discuss these suits, and that the phase of the proposed settlement invllving an increase of $24.60 per month under General Order No.27 could then be brought to his attention. He further stated that while he was inclined to agree with our view that the difference with reppect to this particular portion of the claims should not be permitted to disturb settlement upon the proposed basis, he wished us to obtain the views of Mr.Koplin and of yourself as Regional Counsel. When Mr.Koplin

arrived in Atlanta we went fully into the cases with him and he agreed with us that a settlement should be made upon the figures tentatively suggested. You will then recall that we went into the matter with you and that the proposed settlement was consummated. You will see, therefore, that while the tentative figures at which the various suits were to be settled were first suggested under a misapprehension as to the facts, the cases were later settled upon authority given and without any misapprehension on our part or on the part of the Railroad Administration as to the facts.

The cases were disposed of on the best basis possible, and no case involved the payment of more than 1/5 of the amount claimed in suit, and in some cases as low as $200.00, although the amount claimed was $3600.00.

Your's very truly,

(Sgd) Randolph & Parker,
Division Counsel.

RSP/h

AW

October 4, 1920.

115-2-H

MEMORANDUM FOR MR. HARAHAN:--

With regard to your memorandum of September 10, 1920 concerning the cases of the colored porters on the Seaboard Air Line, I send you herewith copy of a letter of October 2, 1920 from the General Solicitor of the Seaboard Air Line. Will you please let me know whether you have any further suggestions in this matter?

General Solicitor.

SEABOARD AIR LINE RAILWAY COMPANY

LAW DEPARTMENT

115-2

JAMES F. WRIGHT,
GENERAL SOLICITOR.
SMITH R. BRITTINGHAM,
LEAVEN B. PLUMMER,
SOLICITORS.

Norfolk, Va., October 2nd, 1920.w

52715-A

Roy Evans et als v. Walker D. Hines, Director General of RRs.

Mr. LaRue Brown, General Solicitor,
United States Railroad Administration,
Washington, D.C.

Dear Sir:-

I have your letter of September 30th, file 115-2-D, enclosing Mr. Harahan's memorandum of September 10th.

The petitions in these suits which were brought in December, 1919, alleged among other things that the 41% over plaintiffs' monthly salary of $60.00, granted by General Order #27, had not been paid. These petitions were sent to the Operating Department for the purpose of supplying facts necessary to prepare answers. This allegation is not commented upon, and I did not learn until late in July, 1920, that the pay of the colored porters in December, 1919, was $40.00 per month instead of $60.00. At that time the negotiations had reached a stage where the attorneys for the porters had agreed to accept a settlement upon the following basis: The plaintiffs were to receive the monthly increase of $24.60 computed by applying the 41% increase granted by General Order #27 to the supposedly correct monthly pay of $60.00. In addition they were to receive as a compromise of their demands under Supplement #12 one-fourth of the amount which they would have earned had they been classified and paid as brakemen instead of porters.

I immediately wrote Division Counsel for the Seaboard of the fact that the porters' pay in December 1915 had been $40.00 per month and not $60.00, and that consequently they were not entitled to the $24.60 increase included in the proposed settlement. To this Division Counsel replied that the attorneys for the plaintiffs not modify their demands by deducting therefrom the increase under General Order #27; and that notwithstanding this fact they felt that the proposed settlement was so advantageous that it should, if possible, be completed. It has been recognized from the time of their institution that these actions would be difficult to defend successfully, and consequently every effort was made to effect a satisfactory settlement.

At this time you advised in your reply of July 23rd to my letter of July 20th that Mr. Koplin would be in Atlanta during the first week in August. I then instructed Division Counsel that these cases should be laid before Mr. Koplin and Regional Counsel Smith, with particular reference to that phase

involving the monthly increase of $24.60, and that they should be guided by the recommendation of these gentlemen. On August 6th Division Counsel wired me that Messrs. Smith and Koplin approved the settlement.

I have just received a statement showing the amounts paid the various porters, and I find that in the fifteen suits the average settlement was approximately $550.00. I feel very strongly that we would not have fared so weel had the cases been tried. I trust that the fore-going explains fully the point suggested by Mr. Harahan. The checks covering the settlements have gone forward, and I am expecting to learn at any time that these suits have been dismissed.

I am sending a copy of this letter to Mr. Harahan for his information.

Yours very truly,

James M Wright
General Solicitor.

AW

September 30, 1920.

115-2-D

James F. Wright, Esq., General Solicitor,
Seaboard Air Line Railway Company,
Norfolk, Virginia.

Dear Sir:

Referring to your letter of July 20th, 1920, I send you herewith for your consideration, copy of a memorandum which has been received from Mr. Harahan, with regard to the cases of the colored porters.

I should be glad if you will advise me the present status of these ~~papers.~~ cases

Very truly yours,

General Solicitor.

Cy to:
Mr. Victor Lamar Smith.

G-18

FILE NO.

UNITED STATES RAILROAD ADMINISTRATION

W. G. McADOO, DIRECTOR GENERAL OF RAILROADS

115-2

SUBJECT:

HO 9/6/20

September 10, 1920.

SEP 11 1920

MEMORANDUM for Mr. LaRue Brown.

I am returning you herewith the file which I obtained from you at your office yesterday.

I notice in reading this file over, a rather serious error on the part of the Seaboard Air Line attorneys at Atlanta. They state in their letter of June 1st to Mr. Underwood that no increase was made in accordance with General Order No. 27 to the porters of the Seaboard Air Line, and they show that for three months the increase of 41% was made to them and at the end of that time withdrawn. They are in error in their conclusions.

As you will, perhaps, remember, the increases granted in Supplement No. 27 were to be added to the monthly rate of pay which the men received in December, 1915 and not to what they were being paid at the time of the issuance of General Order No. 27. These men received, in December, 1915, $40.00 per month; in accordance with Section (a) $20.00 was added to this amount making $60.00 per month. In the meantime their pay had been increased to $60.00 per month so it made no increase; but nevertheless the provisions of the supplement were carried out.

W. J. Harahan,

1/az

AK

July 23, 1920.

115-2-H.

James F. Wright, Esq., General Solicitor,
Seaboard Air Line Railway Company,
Norfolk, Virginia.

Dear Sir:

I have your letter of July 20th with reference to various suits to recover back pay under General Order No. 27.

Mr. Koplin will be in Atlanta during the first week in August and will discuss these matters with Mr. Smith.

Very truly yours,

General Solicitor.

Cy to:

Mr. Victor Lamar Smith:

SEABOARD AIR LINE RAILWAY COMPANY

LAW DEPARTMENT

115-2

JAMES F. WRIGHT,
GENERAL SOLICITOR.
SMITH R. BRITTINGHAM,
LEAVEN B. PLUMMER,
SOLICITORS.

Norfolk, Va., July 20th, 1920.w

52715-F

Roy Evans et als v. Walker D. Hines, Director General of RRs.

Mr. LaRue Brown, General Solicitor,
United States Railroad Administration,
Washington, D.C.

Dear Sir:-

Negotiations with the attorneys for the colored porters who have filed suit to recover back pay alleged to be due under Art. II of General Order No. 27 and Supplement No. 12 thereto have progressed to a point where a definite basis of settlement has been reached.

District Counsel for the Seaboard advise me that their investigation discloses that in practically every case the duties actually performed by these men entitle them to be classified and paid as switchmen. Their counsel express themselves as willing to settle for one-fourth of the difference between the amount they have been paid and that which they would have earned as switchmen. Under the circumstances I doubt seriously whether litigation would result as favorably as the proposed settlement. In case where the evidence would substantiate their claim that they had been performing switchmen's duties verdicts for the full amount to which they would be entitled could vary from $1200.00 to $3000.00. Consequently a settlement on the basis of one-fourth of these amounts would seem to me to be satisfactory.

Counsel for both the Seaboard and Southern have conferred with Regional Counsel Smith who is consequently familiar with the status of these matters. I do not know whether he has communicated with you. I am advising District Counsel, however, to be guided in their handling of the settlement by such instructions as may be transmitted by you to Mr. Smith in the event that you communicate with him direct.

Yours very truly,

James F. Wright

General Solicitor.

Southern Railway System

Law Department.
1300 Pennsylvania Avenue
Washington, D.C.

115-✓

L. E. JEFFRIES,
VICE PRESIDENT & GENERAL COUNSEL.
S. R. PRINCE,
GENERAL SOLICITOR.
CHARLES CLARK,
SOLICITOR.

July 8, 1920. CC-s

WALTER DICK V. JOHN BARTON PAYNE, Statutory Agent - $1,297.99
THOMAS DUDLEY V. JOHN BARTON PAYNE, Statutory Agent - $1,334.16

Mr. James C. Davis,
General Counsel,
U. S. RR. Administration,
Washington, D. C.

Dear Sir:

Have yours of June 30th, file 115-2 enclosing summons and complaint in the above cases. Same shall receive necessary attention.

Yours very truly,

S R Prince

General Solicitor.

Southern Railway System

Law Department.

1300 Pennsylvania Avenue

Washington, D.C. July 8, 1920. CC-s

115-2

L. E. JEFFRIES,
VICE PRESIDENT & GENERAL COUNSEL.

S. R. PRINCE,
GENERAL SOLICITOR.

CHARLES CLARK,
SOLICITOR.

B

WILLIAM H. BANNAKER V. JOHN BARTON PAYNE, Statutory Agent - $1,094.62

Mr. James C. Davis,
General Counsel,
U. S. Railroad Administration,
Washington, D. C.

Dear Sir:

I have yours of June 30th, file 115-2-B enclosing summons and complaint in the above stated case. Same shall receive necessary attention.

Yours very truly,

S R Prince

General Solicitor.

AK

July 9, 1920.

115-2-H.

S. R. Prince, Esq., General Solicitor,
Southern Railway System,
Washington, D. C.

Dear Sir:

I have your letter of July 6th with reference to suits by train porters.

You are authorized to settle any claims filed by train porters on the basis previously authorized.

Very truly yours,

General Solicitor.

Southern Railway System

Law Department.
1300 Pennsylvania Avenue
Washington, D.C.

115-✓

L. E. JEFFRIES,
VICE PRESIDENT & GENERAL COUNSEL.
S. R. PRINCE,
GENERAL SOLICITOR.
H. O'B. COOPER,
GENERAL ATTORNEY.

July 6, 1920.

In Re: Suits by train porters.

Mr. LaRue Brown, General Solicitor,
United States Railroad Administration,
Washington, D. C.

Dear Mr. Brown:

Referring to the above subject and your letter of April 14th outlining the basis upon which the Administration is willing to settle the litigated cases:

Up to now none of the seventy-five litigated cases have been settled on the terms stated in your letter. The inquiry now made of you is whether or not the Administration is willing to offer a like settlement to porters similarly situated who have not brought suit or put their claims in the hands of any lawyer. It seems to me that they should receive the benefit of any voluntary concession made by the Government to the porters who have filed suit. I do not mean that we should go out and hunt up these men, but where the men make claim direct, as has been done in several cases, may we offer them the settlement set forth in your letter above referred to?

Very truly yours,

S. R. Prince
General Solicitor.

SRP/OB

AK-C

July 7, 1920.

115-2-H

R. L. Pope, Esq.,
Attorney-at-Law,
Knoxville, Tennessee.

Dear Sir:

Referring to your letter of June 30th, with reference to certain claims on account of back pay, I beg to suggest that you take the matter up with counsel for the railroad involved.

Very truly yours,

General Solicitor.

R. L. POPE
ATTORNEY AT LAW
EAST TENN. NAT'L BANK BLDG.
KNOXVILLE, TENN.

115-2

June 30th, 1920.

General Solicitor United States Railroad Administration,
Washinton, D.C.

Dear Sir:-

IN RE Henry Johnson, William Laurence, A.H. Turner and Joe Gillespie, Colored train Porters:-

I represent these four colored men on their claims for back pay while the orders and bulletins of the United States Railroad Administration were in effect, entitling them to the same wages as brakemen where they performed the same or similar services as breakmenn.

I have filed these claims with the Labor Board as per instructions but get no acknolwedgment of same except as to Henry Johnson through Local counsel, Hon. L.D. Smith of this City, who says you only want to pay Henry Johnson $159.80.

I can not understand how you arrive at this. Practically all the Southern railroads during the war recognized and paid these colored men according to orders and bulletins of the department and I see no reason why thse men should not have the same pay.

Please advise if the department has received the claims of the other men whom I represent as part of them would not come under the Division of which Mr. L.D. Smith is counsel. Your prompt answer will be very much appreciated.

Very truly,

R. L. Pope

R. L. POPE
ATTORNEY AT LAW
EAST TENN. NAT'L BANK BLDG.
KNOXVILLE, TENN.

115-2

June 30th, 1920.

General Solicitor United States Railroad Administration,
Washinton, D.C.

Dear Sir:-

IN RE Henry Johnson, William Laurence, A.H. Turner and Joe Gillespie, Colored train Porters:-

I represent these four colored men on their claims for back pay while the orders and bulletins of the United States Railroad Administration were in effect, entitling them to the same wages as brakemen where they performed the same or similar services as breakmenn.

I have filed these claims with the Labor Board as per instructions but get no acknolwedgment of same except as to Henry Johnson through Local counsel, Hon. L.D. Smith of this City, who says you only want to pay Henry Johnson $159.80.

I can not understand how you arrive at this. Practically all the Southern railroads during the war recognized and paid these colored men according to orders and bulletins of the department and I see no reason why thse men should not have the same pay.

Please advise if the department has received the claims of the other men whom I represent as part of them would not come under the Division of which Mr. L.D. Smith is counsel. Your prompt answer will be very much appreciated.

Very truly,

R. L. Pope

WBR

June 30, 1920.
115-2-3

Dear Sir:-

I hand you herewith a copy of petition filed in the Supreme Court in the District of Columbia in the case of William H. Bannaker against John Barton Payne, Statutory Agent of the United States.

Will you please arrange to protect the interests of the Director General.

Very truly yours,

General Counsel.

Mr. Sidney R. Prince,
General Solicitor,
Southern Railway,
Washington, D. C.

115-2

June 30, 1920.

Memorandum for Mr. Davis:

Herewith please find summons of William H. Bannaker against myself as statutory agent of the United States, Supreme Court of the District of Columbia. Apparently this is the same as the two sent you on June 28th.

XX

June 30, 1920.
115-2

Dear Sir:-

I enclose herewith for appropriate action by you, copies of petitions filed in the Supreme Court of the District of Columbia in the cases of Thomas Dudley and Walker Dick against the Director General.

Very truly yours,

General Counsel.

Mr. Sidney R. Prince,
General Solicitor,
Southern Railway,
Washington, D. C.

C O P Y

115-2

June 28, 1920.

Memorandum:

Herewith please find two declarations and summons in the Supreme Court of the District:

(1) Suit of Walter Dick against me as statutory agent of the U. S. apparently involving a labor controversy.

(2) Thomas Dudley against the same, apparently involving the same question.

Will you be good enough to give the same the necessary attention.

Payne (Signed)

Mr. Davis,
General Counsel,
Railroad Administration.

June 28, 1920.

Memorandum:

Herewith please find two declarations and summons in the Supreme Court of the District:

(1) Suit of Walter Dick against me as statutory agent of the U. S. apparently involving a labor controversy.

(2) Thomas Dudley against the same, apparently involving the same question.

Will you be good enough to give the same the necessary attention.

Mr. Davis,
General Counsel,
Railroad Administration.

June 15, 1920.

115-2-H.

Messrs. Randolph and Parker, Division Counsel,
Seaboard Air Line Railroad,
Atlanta, Georgia.

Gentlemen:

Referring to your letter of June 1st with reference to the claims of various train porters -

I beg to advise that you are authorized to pay the flat increase of 41% under Supplement No. 26 to General Order 27, in settlement of the claims in these cases.

Very truly yours,

General Counsel.

Form 9

115-2

UNITED STATES RAILROAD ADMINISTRATION

Director General of Railroads.

SEABOARD AIR LINE RAILROAD

Atlanta, Georgia, June 1, 1920.

Mr. E. Marvin Underwood,
General Counsel U. S. R. R. Administration,
Washington, D. C.

Dear Sir:

Our Mr. Randolph writes us that he was in Washington several days since and had a conference with you respecting certain suits - thirteen in number - instituted by Train Porters, formerly in the employ of the Director General, against the Director General for wages claimed to be due under general order No. 27. Each suit prays for the recovery of a verdict of $3600.00.

Since Mr. Randolph talked with you, we have attended a joint conference between Messrs. McDaniel & Black, representing the Director General operating the Southern Railway System, Mr. Victor Smith, District Counsel for the Railroad Administration, and ourselves.

The Southern Railway System has had brought against it some twenty-five or thirty suits of the same general character. The petitions in the suits proceed upon the idea that large amounts are due these Porters as wages.

As we understand the facts, with particular reference to the Seaboard, such Porters were paid prior to the institution of general order No. 27, on the basis of $60.00 per month. When general order No. 27 was passed on May 25, 1918, effective as of January 1, 1918, certain flat increases were allowed all railroad employees paid upon a monthly basis. Employees in the $60.00 class were given an increase of 41 per cent. Those paid upon a daily or hourly basis were given similar raises.

It is our information, obtained from the Superintendent's office, that the promulgation of general order No. 27 was without practical effect in so far as Train Porters on the Seaboard were concerned, except that for three months immediately following the promulgation of the order they were paid on a basis of increase in accordance with general order No. 27. After three months, this increase was discontinued and Porters were thereafter paid on the old basis which had been in effect prior to the promulgation of general order No. 27.

UNITED STATES RAILROAD ADMINISTRATION
DIRECTOR GENERAL OF RAILROADS.

SEABOARD AIR LINE RAILROAD

Mr. Underwood (2) 6/1/20

On December 2, 1918, supplement No. 12 to general order No. 27 was issued, which, for your convenience, is set out in full:

"To carry out the intent of Article VI, of General Order No. 27, and retroactive to June 1, 1918, it is ordered:'

1. "Employees in a passenger train crew, except conductor, collector, and baggagemaster, qualified and regularly required to perform the following essential duties, will be designated as passenger brakemen or flagmen and paid accordingly:'

(a) Inspect cars and test signal and brake apparatus for the safety of train movement.
(b) Use hand and lamp signals for the protection and movement of trains.
(c) Open and close switches.'
(d) Couple and uncouple cars and engines and the hose and chain attachments thereof.
(e) Compare watches when required by rule.

2. "Where white brakemen are not employed, the compensation and overtime rule for colored brakemen shall be the same, for both passenger and freight service, as for the same positions on the minimum paid contiguous road.'

3. "This order shall not curtail the duties of employees heretofore classed as 'train porters.'"

4. "This order shall not infringe upon the seniority rights of white trainmen."

It is the contention of each of the plaintiffs that he did brakemens duty within the meaning of supplement No. 12, and should be entitled to pay accordingly. The suits as brought, therefore, are alleged in something of a dual aspect, in that a recovery is sought by reason of the fact that no increase has been allowed, not even the flat increase referred to in general order No. 27 and, also, that for the time they did brakemens duties they are entitled to the same pay as white brakemen.

FORM 8

UNITED STATES RAILROAD ADMINISTRATION
DIRECTOR GENERAL OF RAILROADS.

SEABOARD AIR LINE RAILROAD

Mr. Underwood (3) 6/1/20

We purposely refrained from demurring to the suits for multiplicity, believing it better to have the matter confused in the pleadings instead of demurring in such a way as to cause an election and a consequent reliance upon supplement No. 12 hereinbefore quoted.

In January 1920, supplement No. 26 to general order No. 27, effective November 1, 1919, was promulgated superseding general order No. 27, and putting Train Porters who did not do brakemens work upon a new basis, substantially the same as would have been the result of an application of general order No. 27 to Seaboard Porters paid upon a $60.00 per month basis.

Mr. James F. Wright, General Solicitor of the Seaboard, has had certain correspondence with reference to these cases with Mr. LaRue Brown, General Solicitor of the Railroad Administration. We are confronted with the almost immediate necessity of trying the cases. We understand from the office of Mr. Carlton, Superintendent of this division, that practically all of the Porters have performed the more important duties of brakemen.

Correct W.S.

Regardless of whether or not Train Porters would be entitled to brakemens pay, we do not see how it would be possible for us to defend the suits with respect to the 41 per cent increase, allowed by general order No. 27. We would like for you to consider these suits at your earliest convenience, in view of the imminence of trial, and in view of the fact that, in our opinion, they cannot be successfully defended. We would advise an adjustment based upon the payment of whatever wage they would have been entitled to had they been given an increase under general order No. 27, if it be possible to put such a settlement through. Such an adjustment would, in our opinion, be nothing more than the payment of the minimum amount which would certainly be allowed the plaintiffs in the event the cases go to trial. We do not know, of course, whether it would be possible to make such a settlement, and we really deem it very likely that judgment would be rendered for a much larger amount in event of trial.

also correct view

We will, of course, be glad to supplement this letter in any particular. You doubtless, however, have in your office a file which has been apparently handled under No. 52718-A. So far as we can tell, however, from correspondence which has reached us, the fact that Seaboard Porters have received no

FORM 8

UNITED STATES RAILROAD ADMINISTRATION
DIRECTOR GENERAL OF RAILROADS.

SEABOARD AIR LINE RAILROAD

Mr. Underwood (4) 6/1/20

increase at all prior to the promulgation of supplement No. 26 to general order No. 27, except for the three months period aforesaid, has not been considered in connection with these cases.

Yours very truly,

Randolph Parker

Division Counsel

RSP-h

Wash - 6/7 -

The flat increase of 41 o/o under 27 has actually been paid by the Southern Ry as I am advised by McDaniel their counsel. Mr McDaniel

Both Mr Parker + Mr McDaniel were to obtain rqs'ns on 6/4 for submission to G.C. on the last proposions of settlement they could obtain from pltffs' attys in the pending cases. They did not do so, nor have some reached G.C's office on this 6/7 -

I can see no defense to the claims against the Seaboard as to the 41 o/o flat increase under 27 -

As to the claims against the Southern - no claim is based against them for 41 o/o flat increase under 27, for the reason that they have always paid same voluntarily.

F.H.

115-1

Southern Railway System

Law Department.

1300 Pennsylvania Avenue

Washington, D.C. May 18th, 1920.

L. E. JEFFRIES,
VICE PRESIDENT & GENERAL COUNSEL.
S. R. PRINCE,
GENERAL SOLICITOR.
H. O'B. COOPER,
GENERAL ATTORNEY.

Mr. LaRue Brown,
General Solicitor, US RR Administration,
Washington, D. C.

Dear Mr. Brown:-

-- RE: Suits by Train Porters. --

I have yours of the 14th, above subject, and note that Mr. Victor Lamar Smith, Regional Counsel, at Atlanta, has been requested to take general oversight of these cases. I will have my Division Counsel get in communication with Mr. Smith and handle in accordance with his direction.

Yours very truly,

S. R. Prince

General Solicitor.

SRP/B

LB

May 14, 1920.
115-2-F

Dear Mr. Prince:

Referring further to the claims of negro train porters and to your suggestion that you give direction that the matter be brought on first at Atlanta:

I have asked Mr. Victor Lamar Smith, our Regional Counsel at Atlanta, to take general oversight of all of these cases. Please ask your attorneys to consult with him about them.

I am moved to give the matter this direction in part because of Mr. Cox' disqualification by reason of previous association with Mr. Sherier.

Very truly yours,

General Solicitor.

Mr. S. R. Prince, General Solicitor,
Southern Railway System,
Washington, D. C.

LB

May 14, 1920.

MEMORANDUM FOR MR. G. S. LAKE:

Replying to your memorandum of May 11, about negro porter cases:

We have not made any progress toward settling them and I have directed counsel to stand on the proposal which I made in the letter which you say and approved.

L. B.

LB

May 14, 1920.
115-2-F

Dear Mr. Smith:

Thank you for your letter of May 11, relating to the negro porter claims.

I wish you would keep in close touch with these claims and their progress. In conversation with Mr. Prince the other day he said that he would direct his counsel in Atlanta to bring his claims in first, and I am writing to him to say that I desire him to consult with you in the matter. As I explained to you, Mr. Cox cannot act, and in any event, as this part of the litigation is centered in Atlanta, it is very desirable that the cases have consistent handling.

I notice your suggestion about depositions and I suppose that after consultation with counsel you will give this feature such direction as seems to you most appropriate.

With best wishes, I am

Very truly yours,

General Solicitor.

Mr. Victor Lamar Smith,
Regional Counsel, U. S. R. A.,
Sil Grant Building,
Atlanta, Ga.

UNITED STATES RAILROAD ADMINISTRATION
DIRECTOR GENERAL OF RAILROADS

DIVISION OF LAW
E. MARVIN UNDERWOOD, GENERAL COUNSEL

SOUTHEASTERN REGION
VICTOR LAMAR SMITH
REGIONAL COUNSEL
ELLIOTT E. CHEATHAM
ASSISTANT REGIONAL COUNSEL
S. T. BILLINGSLY
REGIONAL CLAIM AGENT

506-511 GRANT BUILDING
ATLANTA, GA.

115-2

May 11, 1920.

Mr. LaRue Brown, General Solicitor,
United States Railroad Administration,
Washington, D. C.

Dear Sir:

Replying to your favor of May 3rd in re claims of negro porters for back pay.

The paragraph on the back page of your letter beginning, "While the facts" seems to me entirely sound.

Your letter to Mr. Prince of April 14th and Mr. Sherier of April 27th certainly give as liberal a proposition as could be expected from the Administration.

I think Mr. Winchell and Mr. Tyler were both in error as to what constituted a sufficient showing to authorize increased pay.

Mr. Prince's letter of Feb. 24th would seem to set out the best view of the situation and course to be pursued. Each case should proceed to trial unless it can be settled on a fair basis, founded on actual ascertained facts. If the facts are not procurable without trial, let a trial ~~come up~~ develop value. If such position as this is taken, I think you will be greatly surprised at the number of reasonable settlements that can be made.

A suggestion that seems to have considerable force is that these parties can't claim the benefit of General Order 27, and its supplements, without at the same time assuming its burdens; one of which is to submit the matter, as thereunder provided, for determination by the proper board. I believe the courts would consider very seriously the proposition that a suit is premature without such submission having been first made. Cases in which arbitration is held unnecessary are those of ~~or probably~~ cases arising under insurance contracts, but here we deal with the equivalent of a statute and a different rule prevails.

I notice Mr. Prince says he has 25 suits in Atlanta. Under our Code Section 5905, etc. (See my brother's Code, which is conveniently at hand for you) the defendant can serve a ten days written notice and thereupon take the evidence of any witnesses, whether located in Washington or elsewhere; the statute provides that the deposition can and must be taken in the county of the residence of the witness; and thus prepare these cases for trial without greatly inconveniencing the officers of the Company and members of train crews. This evidence is admissible just as if taken in Atlanta on the stand during the trial of the case. And when you begin to serve notices for the taking of such depositions on Reuben Arnold and Ronald Ranson, as well as Hill and Adams, requiring them to attend such examinations, at distant places, or in default thereof, and having a lot of evidence taken without having their presence, a different state of mind will probably begin to develop.

It is to be further noted that these plaintiffs propose, as shown by the allegations of their petitions, to show full compliance with General Order 27, and its supplements. The courts will be inclined to make them do so, and the task does not look to me like a very easy one.

I am, of course, subject to orders and will carry out any instructions given; but I believe that Eugene Black, of Counsel here for the Southern Railway and Robert Parker of counsel here for the Seaboard Air Line, when pumped full of the facts involved in the situation, will be entirely able to dispose of these matters in a manner satisfactory to all parties concerned.

I thank you for your very illuminating letter, and beg to return, herewith, your file as requested.

Yours very truly,

Regional Counsel.

VLS-JMF

Form G-19

FILE NO.

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT:

115-2

May 11, 1920.

MEMORANDUM for Mr. La Rue Brown:

Please refer to my memorandum of the 14th ultimo, relative to the negro porter matter, and advise if any developments.

1-MJ

LB

May 3, 1920.
115-2-F

Dear Mr. Smith:

A large number of claims against the railroads in the Southeastern Region for back pay are pending and in many cases suits have been brought. These claims are on behalf of certain negro train porters, who demand that they be paid at the rate provided by Supplement No. 12. I am sending you, for your information, our file in the matter. You will notice the letter which I sent to counsel for the Seaboard Air Line Railway and Southern Railroad regarding the matter.

The pertinent history is that it had long been the custom for passenger trains in the Southeast to carry a train porter whose duties were primarily to assist passengers in entering and leaving trains and to do other things falling within the ordinary description of a porter's duties. In practice, however, these porters were allowed, and in some cases no doubt required, to perform certain duties of a character ordinarily falling to brakemen. They were, for example, required to open and close switches when trains were about to take sidings, connect air and train pipes, etc. While they were not required by the regulations of the companies to perform these duties, there is no doubt that the fact that they were performing them in many cases regularly, was known to the higher executive officials, and I expect there is no doubt that in many cases they were required to perform them by the conductors who were in a practical position to demand such services of the porters who were on their trains.

In the main, porters like to do these little jobs as it gives them a sense of importance, and the white members of the crew in their turn like to have them do these things, especially where the job was in any respect a dirty one. You will appreciate the psychology of this situation. It is also true that in many cases such employment of these porters facilitated operation. For instance, on certain roads on trains which did not carry a head brakeman, the baggageman was supposed to open and close switches, etc., and an arrangement which relieved him of these duties and permit him to remain in the baggage car wrecking his baggage, etc., was a pleasing and helpful arrangement.

After Federal control the white employees became very insistent that the negroes be paid at the same scale as white men, in many cases, I suspect, with the idea in the back of their heads that if wages were raised to a parity, the result would be the gradual elimination of negro employees and the giving of the places at the increased wages to white men. It is of interest in this connection that the white men, while anxious that these train porters should receive the wages of brakemen, were

at the same time insistent that they should not receive seniority and other such rights on a parity with their white co-workmen.

When the situation came fairly to the attention of the Railroad Administration, instructions were issued that the employment of these negroes for the duties of a brakeman indicated in Supplement No. 12, should stop, and these orders appear largely to have been complied with. It is necessary that there be a negro porter on many southern passenger trains as white men will not perform their duties in the assistance of negro passengers.

The whole thing has been very annoying to the Railroad Administration, especially since these claims have been rounded up by a few lawyers. The claims for back wages, figured on the basis of Supplement No. 12, run into a very considerable sum of money. In an attempt to end the annoyance the Director General was brought reluctantly to issue Supplement No. 26 to General Order No. 27. This order, which was made January 12, 1920, was made retroactive to November 1, 1919. The Director General supposed that by making this order he had ended this particular controversy. It was for that reason that he made any order so late in Federal control, and that he made it retroactive to November 1.

While the facts are about as sketched, we suspect that it may be very difficult for counsel to prove that any particular individual whom they represent actually performed with regularity all of the duties referred to in Supplement No. 12 and that it will not always be easy for them to show that they regularly performed the "more important" of those duties. If settlement cannot be made upon substantially the terms indicated in my letters to Mr. Wright and Mr. Prince, it is my inclination to let these suits proceed and contest them individually. I have an idea that before long we shall find the claimants and their counsel inclined to be reasonable.

I am not disposed to insist too much upon the condition to which Mr. Wright objects, although, as you will notice, I am not yet willing to waive it. I am, in the last analysis, inclined to leave it to the judgment of the men on the ground.

How far you will think it desirable personally to take part in any negotiations, I leave also to you. One of the complications in this matter is that Mr. Cox, within whose jurisdiction the Southern Railway questions naturally would fall, is disqualified because of the fact that one of his former partners has been retained by one group of these claimants.

I would thank you to return our file when you have finished with it.

Very truly yours,

Mr. Victor Lamar Smith
Atlanta, Ga.

General Solicitor.

LB

May 3, 1920.

Dear Sir:

I have received your letter of May 1, relating to the colored train porters.

I appreciate fully the convenience of dealing with these claims as a class, but there were two reasons for the issue of instructions in the form in which they were given. These were, first, that we should suppose that in fact there were many cases in which claims are made in which the showing required could not be made; and second, in view of our feeling that the claims are without equity, in the light of the circumstances attending the issue of Supplement 26, we are not inclined to make their collection by the attorneys who seem to have rounded them up especially convenient; and it occurred to us that the burden of handling the cases individually, and of making proof that services of the kind in question were actually rendered, would fall much more heavily upon the claimants than upon us.

My mind is not closed on the matter and I will be glad to consider it further if you desire. I am at present inclined to think, however, that we might be just as well off by making these claimants try their cases one by one and find out whether the juries to which their demands would have to be submitted will look with favor upon them.

I will advise Mr. Smith of the fact that these questions are pending and of the instructions which we have given. While I will leave to his discretion the extent to which he should personally participate in the negotiations, I should think it much better that, while cooperating with counsel and advising with them, he should not personally enter such discussions which may take place with counsel for the claimants.

Very truly yours,

Mr. James F. Wright, General Solicitor,
Seaboard Air Line Ry Co., General Solicitor.
Norfolk, Virginia.

SEABOARD AIR LINE RAILWAY COMPANY

LAW DEPARTMENT

JAMES F. WRIGHT,
GENERAL SOLICITOR.
SMITH R. BRITTINGHAM,
LEAVEN B. PLUMMER,
SOLICITORS.

Norfolk, Va., May 1st, 1920.w

52715-A

Roy Evans, et als, V. Walker D. Hines, Director General - S A L RR.

PERSONAL

Mr. LaRue Brown, General Solicitor,
United States Railroad Administration,
Washington, D. C.

Dear Sir:-

I acknowledge your letter of April 29th enclosing copy of yours of April 14th to Mr. S. R. Prince.

I do not see how we can deal with these porters other than as a class. You suggest, in cases where showing has been made that claimants in fact did perform with regularity the more important of the duties referred to in Supplement No.12, that the claims be settled by payment of a sum not greater than the difference between the wages actually paid and those which would have been earned had the scale set by Supplement No.26 been in effect during the period between January 1st, 1919 and the day upon which instructions were issued that train porters should no longer perform the duties of brakemen. It will be extremely difficult, I think, to handle this matter on an individual basis.

The majority of these porters are represented by the same firm of attorneys. A favorable application of the order in one instance on the Seaboard or on another railroad will be urged in behalf of a similar application in all cases. In other words, it appears to me that the only practicable method of disposing of these claims is the adoption of a uniform sale of compensation and back time, while possibly working inequitably in a few isolated cases, will, I feel, be far more acceptable to the majority of the claimants.

Inasmuch as the basis of settlement of the present suits will be demanded as the minimum basis of settlement for all other suits and claims of this character, and the wage scale thereby established will have to be continued in effect until September 1st, 1920, it seems to me that the Law Department of the Railroad Administration should participate in the negotiations for a settlement in order that nothing may be done which will not meet with the entire approval of your office. I, therefore, recommend that Regional Counsel Smith, at Atlanta, cooperate with Counsel of this Company and the Southern Railway in the negotiations looking to an adjustment.

If you approve of this, will you kindly advise Mr. Prince

and myself.

Yours very truly,

James H Wright
General Solicitor.

CCs Mr. S. R. Prince,
General Solicitor, Southern Railway System,
Washington, D.C.

LB

May 1, 1920.
115-2-F

Dear Mr. Sherier:

I have received and read your letter of April 29 with reference to the claim of colored train porters.

I do not think I can say anything more than that I have authorized a settlement of these claims on the terms which were indicated in the letter of which I sent you copy, and that that represents the present state of my mind upon the matter.

Very truly yours,

General Solicitor.

Joseph T. Sherier, Esq.,
Leckie, Cox and Sherier,
Southern Building,
Washington, D. C.

LAW OFFICES
LECKIE, COX AND SHERIER
A. E. L. LECKIE
JOSEPH T. SHERIER
JOHN T. McHALE
CABLE ADDRESS "LECOTZ"
TELEPHONE MAIN 1420

SOUTHERN BUILDING
WASHINGTON, D.C.

1152

April 29, 1920.

LaRue Brown, Esq.,
General Solicitor,
United States Railroad Administration,
Washington, D.C.

Dear Sir:-

Your letter of April 27, 1920, is at hand, relative to the claim of colored train porters on the Southern Railroad lines, and in which you quote your letter of February 14, giving instructions upon this subject.

Suit has not been instituted by any of the men I represent. All that has been done on behalf of these men is to file a submission of their claim with the Railroad Administration. This was done in September, 1919.

I understand the Administration authorized a settlement with the porters of the Richmond, Fredericksburg & Potomac line, on the basis of approximately $600 apiece. If this is true, it would seem that the men I represent are certainly entitled to compensation, in view of the fact that they were not only required to perform the services of brakemen, but were actually required to take a physical examination prescribed for brakemen, were supplied with switch keys and rule book, and required by the railroad to pass an examination on the book of rules.

I have filed with the submission a number of statements from conductors, to the effect that these men have regularly performed the duties of brakemen during the period for which they claim compensation.

The writer was present at at least one conference with Mr. Tyler, Mr. Lake and another gentleman, when the matter of increasing the wages of porters was discussed. This conference took place the early part of this year, long after the men I represent had been directed to discontinue the performance of duties as brakemen. It was not suggested, and I know these porters did not understand that by acquiescing in supplement 26, they were forfeiting their right to compensation for services rendered as brakemen. As a matter of fact, at that conference, I specifically asked Mr. Tyler what effect this increase of salary, provided for by supplement 26, would have upon the rights of these men to compensation for services rendered as brakemen, and I was there ad-

vised that all men who had actually performed services as brakemen, as provided in supplement 12 to General Order 27, would be paid accordingly.

I know that supplement 26 was not made upon any representation by the men I represent, that it would put an end to the claim they were then asserting, because as above stated, I particularly inquired with respect to that point, and if I had been advised by Mr. Tyler that supplement 26 would be construed to have any such effect, I would certainly have withdrawn from that conference, and made clear to the gentlemen present that the men I represent did not so understand supplement 26, and would not become a party to it under such circumstances.

I would like to know whether or not the ruling quoted on your letter to me is final so far as the rights of my clients are concerned.

Thanking you in advance for a prompt response, I am,

Very truly yours,

Joseph T. Sherier

JTS/r

LB

April 29, 1920.

Dear Sir:

I have your letter of April 27 relative to case of Roy Evans, et als., v. Walker D. Hines, Director General of Railroads - Seaboard Air Line Railway.

On April 14 I wrote Mr. Prince a letter of which I enclose you copy. I should also have written a similar letter to you and am sorry I failed so to do. My letter to Mr. Prince, I think, explains itself.

Very truly yours,

General Solicitor.

Mr. James F. Wright,
General Solicitor, Seaboard Air Line Railway,
Norfolk, Virginia.

SEABOARD AIR LINE RAILWAY COMPANY

LAW DEPARTMENT

JAMES F. WRIGHT,
GENERAL SOLICITOR.
SMITH R. BRITTINGHAM,
LEAVEN B. PLUMMER,
SOLICITORS.

115-2

Norfolk, Va., April 27th, 1920.w

52715-A

Roy Evans, et als., v. Walker D. Hines, Director General of Railroads - S A L RR.

Mr. LuRue Brown, General Solicitor,
United States Railroad Administration,
Washington, D. C.

Dear Sir:-

Will you please refer to my letter of March 18th with reference to suits brought by various colored porters. We can not delay the trial of these cases very much longer, and I would like very much to be authorized to undertake some settlement. It seem to me that it would be wise for the Seaboard and the Southern Railway to co-operate in an effort to dispose of these cases in order to avoid any conflict in our efforts. If you will permit me, I will take up with the General Solicitor of the Southern Railway along these lines.

Yours very truly,

James F. Wright
General Solicitor.

April 27, 1920.
115-6

Dear Sir:

I have your letter of April 26 relative to suits of colored train porters.

Under date of February 14, the following instructions were issued respecting suits of the character to which you refer:

"It is our opinion that in equity nothing is due the Railroad Administration to these men. Supplement 26 was made by the Director General upon the representation that it would put an end to this class of claims, and it was made retroactive to November 1, 1919, and to that date only, in order to clear up the situation. In view, however, of all the circumstances, you are authorized, in cases where a showing can be made which satisfies you that the claimant in fact did perform with regularity the more important of the duties referred to in Supplement 12, to settle such claims by paying a sum not greater than the difference between the wages actually paid and those which would have been earned had the scale set by Supplement 26 been in effect during the period between January 1, 1919 and the date upon which instructions were issued on the various divisions that train porters should no longer perform the duties of brakemen.

"Cases which do not fall within the foregoing description, or in which a settlement on these terms cannot be made, should be allowed to take their course."

Very truly yours,

General Solicitor.

Joseph T. Sherley, Esq.,
Leckie, Cox and Sherley,
Southern Building,
Washington, D. C.

LAW OFFICES
LECKIE, COX AND SHERIER
A. E. L. LECKIE
JOSEPH W. COX
JOSEPH T. SHERIER
JOHN T. McHALE
CABLE ADDRESS "LECOTZ"
TELEPHONE MAIN 1420

SOUTHERN BUILDING
WASHINGTON, D.C.

115-2

April 26, 1920.

LaRue Brown, Esq.,
General Solicitor,
Railroad Administration,
Washington, D.C.

Dear Sir:-

As you are probably aware, I represent some twenty-two colored train porters of the Southern Railway, who have filed with the Railroad Administration, a claim for extra compensation on the theory that they have performed from June 1, 1918 to August 1, 1919, the duties of head end brakemen which, under General Order 27 and the supplements thereto, entitled them to compensation as brakemen.

I have been recently informed that under date of April 14, 1920, the Administration decided that the men I represent are not entitled to compensation as brakemen, but at most are entitled to the increased compensation provided by Supplement 26, said compensation to cover the period from January 1, 1919 to July 27, 1919, the latter date being that on which the porters were directed to discontinue the performance of brakemen's duties.

I should like to be informed whether such a decision has been rendered and if so, whether it is to be regarded as final.

Thanking you for an early response, I am,

Very respectfully yours,

Joseph T. Sherier

JTS/r

DIVISION OF LAW

Form G-19

FILE NO. 115-2

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT:

April 15, 1920.

MEMORANDUM for Mr. LaRue Brown:

The draft of letter to Mr. Prince relative to the negro porter matter, accompanying your memorandum of the 14th, is, I believe, in accordance with oral understanding of yesterday, and I think properly presents the matter.

C. S. Lake.

cc to -

Mr. Clagett.

Form G-19

FILE NO.

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT:

April 15, 1920. 115-2

MEMORANDUM for Mr. Brown:

I have read your memorandum of April 14 with draft of letter to Mr. Prince relative to the train porter question and have no additional suggestions to make.

M.B.C.

mbc rr

Form G-18

FILE NO.

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT:

April 14, 1920.

115-2

MEMORANDUM for Mr. LaRue Brown:

Referring to our conversation of today, relative to the negro porter matter.

When developments have matured, will you not kindly advise me in order that I may then discuss with you in greater detail one or two similar cases?

C. S. Lake.

CSL

1-ML

DIVISION OF LAW

Form G-19

FILE NO.

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT:

Suits by train porters.

April 14, 1920.

MEMORANDUM

for Messrs. Clagett,
Lane.

I hand you, for comment and suggestions, draft of letter to Mr. Prince, in which I have tried to embody the agreement reached at our conference this morning.

LaRue Brown.

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

WASHINGTON

DIVISION OF LAW

E. MARVIN UNDERWOOD, GENERAL COUNSEL
LARUE BROWN, GENERAL SOLICITOR

April 14, 1920.

Dear Mr. Prince:

I have gone over, with Mr. Clagett and Mr. Lake, the question of the pending suits by train porters.

It is our opinion that in equity nothing is due from the Railroad Administration to these men. Supplement 26 was made by the Director General upon the representation that it would put an end to this class of claims, and it was made retroactive to November 1, 1919, and to that date only, in order to clear up the situation. In view, however, of all the circumstances, you are authorized, in cases where a showing can be made which satisfies you that the claimant in fact did perform with regularity the more important of the duties referred to in Supplement 12, to settle such claims by paying a sum not greater than the difference between the wages actually paid and those which would have been earned had the scale set by Supplement 26 been in effect during the period between January 1, 1919 and the date upon which instructions were issued on the various divisions that train porters should no longer perform the duties of brakemen.

Cases which do not fall within the foregoing description, or in which a settlement on these terms cannot be made, should be allowed to take their course.

Very truly yours,

General Solicitor.

S. R. Prince, Esq.,
General Solicitor, Southern Railway System,
Washington, D. C.

Copy to:

Mr. Clagett,
Mr. Lake.

RB

April 14, 1920.

Dear Mr. Prince:

I have gone over, with Mr. Clagett and Mr. Lake, the question of the pending suits by train porters.

It is our opinion that in equity nothing is due from the Railroad Administration to these men. Supplement 26 was made by the Director General upon the representation that it would put an end to this class of claims, and it was made retroactive to November 1, 1919, and to that date only, in order to clear up the situation. In view, however, of all the circumstances, you are authorized, in cases where a showing can be made which satisfies you that the claimant in fact did perform with regularity the more important of the duties referred to in Supplement 12, to settle such claims by paying a sum not greater than the difference between the wages actually paid and those which would have been earned had the scale set by Supplement 26 been in effect during the period between January 1, 1919 and the date upon which instructions were issued on the various divisions that train porters should no longer perform the duties of brakemen.

Cases which do not fall within the foregoing description, or in which a settlement on these terms cannot be made, should be allowed to take their course.

Very truly yours,

General Solicitor.

S. R. Prince, Esq.,
General Solicitor, Southern Railway System,
Washington, D. C.

Copy to:
Mr. Clagett,
Mr. Lake.

UNITED STATES RAILROAD ADMINISTRATION
DIRECTOR GENERAL OF RAILROADS

SOUTHERN REGION

SOUTHERN RAILROAD LINES
AND ASSOCIATED RAILROADS

115-2

S. R. PRINCE.
GENERAL SOLICITOR.
W. A. HENDERSON.
ASS'T GENERAL SOLICITOR.
H. O'B. COOPER.
GENERAL ATTORNEY.
C. B. NORTHROP.
COMMERCE COUNSEL.
CHARLES CLARK.
SOLICITOR.

WASHINGTON. D. C., March 23rd, 1920.

Mr. LaRue Brown,
General Solicitor, US RR Administration,
Washington, D. C.

Dear Mr. Brown:-

-- RE: Suits by train porters. --

I duly received your letter of March 9th, above subject.

I have not acted on your letter because the day it was received I happened to be talking to Mr. Underwood on another subject, and having previously discussed these porter suits with him I inquired if he had mentioned to you the substance of our discussion. He stated that he had not had an opportunity to do so, and that he wished I would hold your letter until I heard further and that he would discuss the matter with you. Doubtless he has done so.

When Mr. Underwood and I first discussed these cases, which are ones of general interest to a number of Southeastern roads, he stated that the matter was up for decision with the Director General, and that no action should be taken pending that decision, which would be had shortly.

Will you please let me hear further from you in the light of the above information?

Yours very truly,

S R Prince
General Solicitor.

SRP/B

SEABOARD AIR LINE RAILWAY COMPANY

115-2

LAW DEPARTMENT

JAMES F. WRIGHT,
GENERAL SOLICITOR.
SMITH R. BRITTINGHAM,
LEAVEN B. PLUMMER,
SOLICITORS.

Norfolk, Va., March 18th, 1920.

Roy Evans, et als, v. Walker D. Hines, Director General of Railroads - S A RR. 52715-A

Mr. LaRue Brown, General Solicitor,
United States Railroad Administration,
Washington, D.C.

Dear Sir:-

Please refer to my letter of March 4th with reference to suits brought by various colored passenger porters. Mr. Koplin advised me in Washington this week that you had directed the Southern Railway to undertake to adjust these claims if it could be done on the basis of Suplement No. 26 to General Order No. 27. If not, to allow the suits to proceed and make all defenses available.

Please advise if I shall take like action.

Yours very truly,

James F. Wright
General Solicitor.

DIVISION OF LAW

LB

March 9, 1920.
115-2-F

Dear Mr. Prince:

Referring to your letter of February 24, relating to suits pending on behalf of passenger train negro porters against the Southern Railroad:

I am inclined to think that these men should be paid amounts due under Supplement 26 to General Order 27, and that if you can make settlement on that basis, you should do so. If you are unable so to do, I am inclined to think that you should permit the suits to proceed and take all the defenses which occur to you as available.

Very truly yours,

General Solicitor.

Mr. S. R. Prince, General Solicitor,
Southern Railroad Lines,
Washington, D. C.

UNITED STATES RAILROAD ADMINISTRATION
DIRECTOR GENERAL OF RAILROADS

SOUTHERN REGION

115-2

SOUTHERN RAILROAD LINES
AND ASSOCIATED RAILROADS

S. R. PRINCE.
GENERAL SOLICITOR.
W. A. HENDERSON.
ASS'T GENERAL SOLICITOR.
H. O'B. COOPER.
GENERAL ATTORNEY.
C. B. NORTHROP.
COMMERCE COUNSEL.
CHARLES CLARK.
SOLICITOR.

WASHINGTON. D. C., March 5th, 1920.

Hon. E. Marvin Underwood,
General Counsel, US RR Administration,
Washington, D. C.

Dear Mr. Underwood:-

I am being pressed by Counsel at Atlanta for instructions as to action to be taken in the colored porter suits. This is written to ask that you advise me as soon as you are in position to do so.

I fear we cannot control those suits for an indefinite time. Mr. Reuben Arnold, Counsel for plaintiffs, is pressing the matter.

Yours very truly,

S. R. Prince
General Solicitor.

SRP/B

SEABOARD AIR LINE RAILWAY COMPANY

LAW DEPARTMENT

115-2-

JAMES F. WRIGHT,
GENERAL SOLICITOR.
SMITH R. BRITTINGHAM,
LEAVEN B. PLUMMER,
SOLICITORS.

Norfolk, Va., March 4th, 1920.

52715-F

Roy Evans, et als, v. Walker D. Hines, Director General of Railroads - Seaboard Air Line RR.

Mr. LaRue Brown, General Solicitor,
United States Railroad Administration,
Washington, D. C.

Dear Sir:-

Referring to your letters of December 27th and January 13th, file 115-2-H, regarding suits brought by colored passenger porters, I am advised that this matter has been the subject of conference with Mr. Underwood, and is now before the Director General for final decision on a uniform policy to be adopted in disposing of these claims.

Inasmuch as the suit brought by the Seaboard porters will probably be set for trial next week, I am desirous of ascertaining at the earliest possible moment what action, if any, is contemplated. It would seem that under Section 312 of the Transportation Act of 1920 the wage rates established for these employes will continue in effect until next September.

I shall greatly appreciate any information you may be able to give me concerning this matter.

Yours very truly,

James F. Wright.

General Solicitor.

a.

UNITED STATES RAILROAD ADMINISTRATION
DIRECTOR GENERAL OF RAILROADS

SOUTHERN REGION

SOUTHERN RAILROAD LINES
AND ASSOCIATED RAILROADS

115-2

S. R. PRINCE.
GENERAL SOLICITOR.
W. A. HENDERSON.
ASS'T GENERAL SOLICITOR.
H. O'B. COOPER.
GENERAL ATTORNEY.
C. B. NORTHROP.
COMMERCE COUNSEL.
CHARLES CLARK.
SOLICITOR.

DIVISION OF LAW

WASHINGTON, D. C. February 24, 1920.

Mr. E. Marvin Underwood, General Counsel,
United States Railroad Administration,
Washington, D. C.

Dear Mr. Underwood:

IN RE: Passenger train negro porters' suits and claims against Southern Railroad.

Twenty-five suits are pending at Atlanta, total amount claimed $35,685.26; twenty-one suits are pending at Knoxville, Tennessee, for the total sum of $32,790.00; and attorneys at Meridian, Mississippi, and Memphis, Tennessee, have presented claims but have not yet filed suit.

The substance of the complaints and claims is:

1. That each plaintiff was in the employ of the Railroad as a passenger train porter;

2. That each plaintiff is regularly required to perform the duty of inspecting airbrakes, using hand and lamp signals, opening and closing switches, coupling and uncoupling cars, and comparing watches;

3. That since they perform the above duties they are by Supplement 12 to Order 27 classed as passenger brakemen or flagmen;

4. That they have not been paid the wages of passenger brakemen; and

5. They sue for the difference between the porter's wage received and the brakeman's wage, to which they claim they are entitled.

I attach one month's statement covering the negro porters on Southern Railroad lines. The same month was not

used by all Divisions in making up the statement. The claims and suits cover a period from June 1, 1918, (the effective date of Supplement 12) to approximately July 24, 1919, (the effective date of the order of Southern Railroad directing that train porters employed on trains on which there are also employed passenger brakemen are not required to inspect cars, test signals, etc.). If settlement is made on the basis of Supplement 12, the amount involved on the Southern Railroad lines will be approximately $257,528.00. If settlement can be made for the period involved on the basis of Supplement 26 to General Order 27, the amount to be paid will approximate $53,604.00.

The facts are that in practically all cases the porters have customarily performed certain of the specific duties set forth in Supplement 12. They have not been required to perform such duties by order of the Management. The Management had knowledge of the performance of said duties by the porters.

Aside from construction of the order by the recognition of the validity of such claims by certain roads under Federal control and payment of the porters in accordance with the present demand, and aside from any construction of the Administration officials contrary to the actual technical language employed, I think we would have a fair chance of defeating the suits on the ground that the order does not by its terms include train porters performing duties under the facts in our case.

The construction referred to is the payment by certain southeastern lines, and possibly others, of porters whose demands are similar to those under discussion.

The rulings referred to which are adverse to the contentions that might be made are -

1. The ruling of Mr. Tyler of April 7, 1919, copy of which is attached, and in which it is stated:

> "It has been understood in certain regions that on trains having a white brakeman or white flagman and a negro porter, the porter should be paid only the porter's rate. This is proper providing the porter is not required to perform <u>any</u> of the duties of a brakeman." and

2. The ruling of Regional Director Winchell in his letter to Federal Managers, dated July 9, 1919, copy attached. In that ruling you will note it is stated:

> "The whole question, in its last analysis, is one

of fact, i. e., if the porters do perform any of the duties set out in Supplement 12, whether required to do so by the Management or otherwise, the rates prescribed in that Supplement shall apply."

My reasons for stating that we would have a fair chance of defeating the suits are:

1. Supplement 12 reads in part:

"Employees in a passenger train crew, excepting conductor, collector, and baggagemaster, qualified and regularly required to perform the following essential duties, will be designated as passenger brakemen or flagmen and paid accordingly."

The above language means that the man must be qualified in the usual way, that is, he must have passed an examination under the rules to perform the duties named. This is not a strong point, because the Railroad has probably estopped itself to set up lack of qualification by permitting the performance for a number of years without requiring an examination under the rules.

2. That the words"regularly required" mean requirement by that official of the road having the right to issue instructions. In other words, an order of the Management.

3. That the words "perform the following essential duties" mean not any one of them, but all of them. In other words, the occasional performance by the porter of one or two of the duties named at the request of the white brakeman or conductor would not entitle him to receive the brakeman's wage any more than the fireman would receive the engineer's wage because of occasional performance of the engineer's duties. He must be regularly required to perform the named essential duties.

4. That language of the order which reads:

"This order shall not curtail the duties of employees heretofore classed as train porters"

does not mean that the Management may not direct the train porters to no longer perform the duties, but merely meant that the fact of classification of the train porter as a brakeman and the payment of wages accordingly would not in itself relieve the train porter of the performance of train porter's duties. This was necessary to avoid the porter claiming that inasmuch as he was classified by the order as a brakeman and paid accordingly he did not thereafter have to perform the train porter's duties. If, for instance,

a white man took the place of the train porter due to the attractive wage, that man could not thereafter decline to perform the train porters duties. If he had so declined, it meant the employment of still another man on the train to perform the duties of a porter.

If there is nothing in the above contentions, we may be able to defeat the present suits on the ground that the particular plaintiffs have not pursued the remedy set forth in General Order 27 and other pertinent orders of the Administration, in that they have not gone to the Director of Labor and from him to the Director General and are not seeking to enforce an award made by the constituted arbiter in such cases provided. We may not have the facts to sustain us on this point and if we have the facts to sustain us it would only mean a dismissal of the suits and the taking of the necessary steps by the porters to secure a definite ruling. I, therefore, see no good to be accomplished by this, unless the Administration is of the opinion that the porters are <u>not</u> entitled under the facts stated to the wage provided in Supplement 12 to General Order 27. It seems evident from the files of this railroad that the Federal Managers generally felt that these porters were entitled to some increase and feel now that the increase allowed under Supplement 26 is a proper and just one.

If it is possible, therefore, to settle not only these suits, but with all the porters from June 1, 1918, to July 24, 1919, on the basis of Supplement 26 at the cost of approximately $53,000, that would be a very desirable settlement. I do not think we can afford to settle the suits on any basis other than that which we are willing to settle with all of the porters. The attached statement, showing that the wages of certain of the porters will be increased from $65.00 to $182.00 and from $70.00 to $248.00 and in practically all cases for sums out of proportion to their former wage, leads me to hope that some adjustment may be made other than on the basis of Supplement 12. We must consider also that the Chairman of the Trainmen's Committee on this and other lines now has up as a grievance the fact that the train porter's duties were curtailed, the basis of which is that the present trainman's wage is adjusted to the work incident to the work then performed and that the order to the porters to cease performing the duties named places those duties on the trainmen and is, therefore, a violation of the trainmen's agreement. It would seem that this is not a sound position.

I should be glad to receive your instructions with reference to the matter.

Yours very truly,

S. R. Prince

General Solicitor.

SRP/OB

STATEMENT COVERING TRAIN PORTERS.

Amount earned General Order No. 27	Amount due under Supplement No. 26	Amount due under Supplement No. 12	Difference between General Order No. 27 and Supplement No. 26
$16,740.70	$ 20,864.10	$ 36,550.61	$ 4,123.40

Based on one month.

SOUTHERN RAILROAD LINES.

EARNINGS OF TRAIN PORTERS ON RUNS WHERE THERE IS ALSO A WHITE BRAKEMAN OR FLAGMAN.

NAME	RUN	Amount earned G.O.27.	Amount due under Supp.26.	Amount due under Supp 12.	Difference due between G.O.27 & Sup.26.
	(Atlanta Division, July 1919)				
Charlie Gibbs	Atlanta-Macon	$ 64.48	$ 87.80	$145.13	$ 23.32
Alex.Hede	"	72.17	87.80	151.91	15.63
Andrew Huff	Atlanta-Jesup	69.51	87.80	188.20	18.29
Jim Rose	"	73.28	87.80	200.03	14.52
James Carnegie	Hazelhurst-Macon	70.68	101.35	248.00	30.67
Josh Bell	Atlanta-Brunswick	65.25	85.00	182.88	19.75
Jim Clenton	"	62.62	81.60	168.25	18.98
Will Harris	"	62.62	81.60	168.25	18.98
Anthony Jackson	"	65.25	85.00	182.88	19.75
Frank Pittman	"	65.25	85.00	182.88	19.75
Charlie Adair	Atlanta-Chattanooga	72.15	87.80	150.58	15.65
Charlie Campbell	"	72.15	87.80	150.15	15.65
Pink Hammond	"	68.25	87.80	142.44	19.55
Tom Lattimere	"	70.20	87.80	146.51	17.60
Bob Laysen	"	68.25	87.80	142.44	19.55
Charlie H.Smith	"	66.30	87.80	138.37	21.50
Henry Elsberry	"	70.20	87.80	146.41	17.60
	(Birmingham Division, October 1918)				
arris Adams	Birmingham-Atlanta	68.37	87.80	118.91	19.43
am Bell	"	68.64	87.80	119.39	19.16
m Lumpkin	"	68.90	87.80	119.86	18.90
John Lee	"	68.90	87.80	119.86	18.90
John Garrison	"	69.17	87.80	120.34	18.63
Jim Thornten	"	68.90	87.80	119.86	18.90
Joel Pittman	"	71.88	87.80	125.47	15.92
Sam Robersen	"	70.02	87.80	122.15	17.78
John Barmore	Birmingham-Columbus	74.49	87.80	144.68	13.31
Dave Green	"	71.77	87.80	141.10	16.03
John Haiblah	"	74.16	87.80	145.37	13.64
	(Northern Alabama, October 1918)				
ill Tompkins	Sheffield-Parrish	84.77	110.35	174.07	25.58
ane Pillard	"	84.24	105.87	173.12	21.63
	(St.Louis Division June 1919)				
on Field	St.Louis-Mt, Vernon	79.77	103.73	248.00	23.96
.Thompson	St.Louis-Louisville	66.26	85.00	152.98	18.74
C.Utley	"	66.26	85.00	145.70	18.74
Butler	Princeton-Louisville	66.26	85.00	124.00	18.74
W.Parker	"	66.26	85.00	124.00	18.74

	(Louisville Division, June 1919)				
George Harris	Danville-Louisville	$ 66.26	$ 92.87	$248.00	$ 26.61
William Hubbard	"	66.26	85.00	201.95	18.74
	(Washington Division, 30 day month)				
John Adams	Washington-Harrisonburg	65.98	85.00	115.50	19.02
Ernest N. Andersen	Washington-Monroe	65.40	85.00	138.85	19.60
W.H. Bannaker	"	68.64	85.00	145.48	16.36
D.E. Beavers	Washington-Charlottesville	36.65	45.65	71.79	9.00
Hunter Carter	Charlottesville-Danville	65.92	85.00	128.00	19.08
West Conners	Washington-Danville	50.85	62.77	137.84	11.92
W.W. Dick	Washington-Charlotte	62.82	77.55	182.42	14.73
John Dorsett	"	56.10	75.84	162.65	19.74
Thomas Dudley	"	73.29	95.50	212.83	22.21
John Ferguson	"	69.80	95.50	202.69	25.70
W.F. Franklin	Washington-Monroe	32.70	39.67	69.43	6.97
I. Gordon	Washington-Charlottesville	75.94	85.00	149.97	9.06
J.P. Hansberry	"	67.16	85.00	133.57	17.84
A.C. Hicks	Washington-Charlotte	73.29	95.50	212.83	22.21
Henry Hill	Washington-Danville	56.64	68.00	154.33	11.36
George Holland	Charlottesville-Danville	61.80	85.00	120.00	23.20
W.H. Hudgens	Washington-Charlotte	66.57	82.85	202.69	16.28
Alec Johnson	"	69.80	95.50	202.69	25.70
I. Johnson	"	59.33	72.25	172.29	12.92
John Loyd	"	73.29	95.50	212.83	22.21
David Major	Washington-Monroe	68.37	85.00	144.98	16.63
Ed Matthews	Washington-Charlotte	20.94	28.44	60.81	7.50
C.A. Moore	"	66.31	82.85	192.56	16.54
William Morton	Washington-Monroe	67.58	85.00	143.48	17.42
James McArthur	Washington-Charlotte	69.80	95.50	202.69	25.70
J.W. Stewart	"	73.55	95.50	212.83	21.95
Henry Stitt	"	42.75	51.40	120.74	8.65
W.M. Swann	Washington-Danville	52.06	65.16	141.56	13.10
James Thompson	Washington-Charlotte	69.80	95.50	202.69	25.70
L.H. Turner	Washington-Harrisonburg	79.98	85.00	140.00	5.02
W.C. Turner	Washington-Charlotte	73.29	95.50	212.83	22.21
J.R. Tucker	"	63.35	77.55	183.42	14.20
John Wade	Washington-Monroe	69.76	85.00	148.11	15.24
Hillary Walls	Washington-Charlotte	41.88	51.00	121.62	9.12
Bob White	"	34.90	42.50	101.35	7.60
George Witherall	Washington-Harrisonburg	92.22	107.67	156.00	15.45
H. Johnson	Washington-Charlotte	69.80	95.50	202.69	25.70
T.H. Byrd	Washington-Harrisonburg	28.54	34.00	51.00	5.46
J.Y. Douglas	Washington-Charlotte	38.39	46.75	111.48	8.36
Will Hicks	"	6.98	8.50	20.27	1.52
Sam Carter	"	6.98	8.50	20.27	1.52
	(Danville Division, 30 day month)				
Watler Isley	Greensboro-Goldsboro	70.29	85.00	154.75	14.71
Robert Swepson	"	71.87	85.00	155.16	13.13
E.W. Robertson	"	71.34	85.00	117.49	13.66

[illegible] Gallaway	Greensboro-Goldsboro	$ 69.75	$ 85.00	$117.49	$ 15.25
[illegible] Seales	"	70.83	85.00	117.49	14.17
F.D.Newberry	"	69.75	85.00	117.49	15.25
J.Graves	Goldsboro-W.Salem	72.40	85.00	120.84	12.60
Ellis Jones	"	74.52	85.00	117.49	10.48
Sam Gillium	Danville-Charlotte	63.86	85.00	117.49	21.14
WillisStroud	"	63.86	85.00	117.49	21.14
John Sutton	Richmond-Charlotte	64.49	85.00	124.62	20.51
Willie Hicks	"	64.93	85.00	124.62	20.07
	(Richmond Division, 30 day month)				
John Burrell	Richmond-Charlotte	66.40	85.00	126.22	18.60
George Johnson	"	66.40	85.00	126.22	18.60
Bryer Matthews	Richmond-Danville	65.40	85.00	113.10	19.60
William Nelson	"	65.40	85.00	113.10	19.60
Charles Webb	"	65.40	85.00	113.10	19.60
Lewis Doggett	"	65.40	85.00	113.10	19.60
A.Davenport	Keysville-Richmond	78.61	95.50	156.33	16.89
	(Norfolk Division, 30 day month)				
Moses Branden	Pinners Pt-Danville	103.63	106.00	238.69	2.37
Isaac Foster	"	103.90	108.68	238.19	4.78
Hilliard Gee	"	67.58	85.00	170.69	17.42
Robert Manson	"	67.58	85.00	170.69	17.42
	(Winston-Salem Division 30 day month)				
Oscar Sawyer	Winston-N.Wilkesboro	68.24	85.00	116.00	16.76
Henry Davis (A&Y)	Mt.Airy Bear Creek	99.15	127.00	201.86	27.85
	(Charleston Division September 1918)				
C.Tayler	Charleston-Columbia	61.80	115.45	172.50	53.65
	(Spartanburg Division June 1919)				
Richard Bell	Columbia-Asheville	65.40	85.00	130.80	19.60
Willie Williams	Columbia-Greenville	61.80	85.00	120.00	23.20
Eugune Williams	"	61.80	85.00	120.00	23.20
Joel Baker	"	61.80	85.00	120.00	23.20
John Hammock	"	61.80	85.00	120.00	23.20
Ed Thompson	Columbia -Asheville	66.01	90.25	125.32	24.24
Gordon Edgerton	"	66.01	87.63	125.32	21.62
	(Memphis Division, January 1919)				
Essie Jones	Sommerville-Memphis	114.30	87.80	187.00	26.50 D
Valley Dukes	Memphis-Sheffield	43.60	54.80	80.00	11.20
Price Goodloe	"	7.07	8.22	13.00	1.15
James Hood	"	47.28	57.54	88.38	10.26
Jeff Carney	"	8.72	10.96	16.00	2.24
Tom Flemming	"	4.36	5.48	8.00	1.12
Vasco Orr	"	30.52	41.10	56.00	10.28
Alec Marshall	Tuscumbia-Chattanooga	69.54	87.80	144.52	18.26
Charles Sampson	"	72.53	87.80	150.54	15.27
Will Dobson	"	2.18	2.74	4.52	.56
Jim Phillips	Chattanooga-Memphis	77.54	87.80	175.96	10.26
Charles White	"	15.40	19.18	33.14	3.78

[illegible]lin	Chattanooga-Memphis	$ 38.98	$ 46.58	$ 87.79	$ 7.60
[illegible]y	"	73.60	87.80	167.58	14.20
Charles Anthony	"	4.36	5.48	8.00	1.12
Jeff Conley	"	4.36	5.48	8.00	1.12
Tom Flemming	"	9.54	12.70	20.76	3.16
Vascor Orr	"	3.68	5.48	8.38	1.80
Fred Doyle	"	55.20	73.24	125.90	18.04
William Stevens	"	74.39	87.80	169.35	13.41
Joe Lansford	"	26.78	32.88	38.73	6.10
Will Dobson	"	3.68	5.48	8.38	1.80
Earl Hall	"	6.12	8.22	12.88	2.10
Lewis Moody	"	2.18	2.74	4.00	.56
W.T.Moseley	"	44.16	54.80	100.71	10.64
Dude Clark	"	69.10	87.80	154.68	18.70
T.A.Keith	"	55.20	73.24	125.90	18.04
L.C.Walker	"	64.74	79.46	146.68	14.72
Joe Lansford	"	22.61	27.40	51.27	4.79
John Shields	"	4.36	5.48	8.00	1.12
Frank Bynum	"	5.68	8.22	10.50	2.54
	(Columbia Division November 1918)				
James Beler	Charlotte-Savannah	61.40	85.00	137.79	23.60
Joe Green	"	59.12	82.14	131.99	22.02
James Wheeler	"	61.40	85.00	137.79	23.60
A.Etheridge	Columbia-Augusta	78.23	88.50	240.00	10.27
Andrew Hampton	"	58.19	64.78	154.20	6.59
Isaac Reese	"	77.70	106.00	146.37	28.30
James Hampton	"	4.65	5.68	12.72	1.03
Will Lewis	"	13.86	17.11	37.05	3.25
Mack Reese	Charlotte-Columbia	68.40	85.00	193.96	16.60
James Stewart Jr	"	66.12	99.87	232.00	33.75
	(Charlotte Division October 1918)				
Frank Anderson	Atlanta-Charlotte	35.56	45.33	66.01	9.77
John T.Clowers	"	65.57	87.80	129.15	22.23
Phillip Cook	Atlanta-Toccoa	60.53	73.66	114.16	13.13
O.S.Sloppy	Atlanta-Charlotte	25.19	31.86	49.23	6.67
Hamp Hillhouse	"	55.10	67.26	113.05	12.16
Ferson Hallums	"	34.80	42.48	71.40	7.68
Henry Long	"	64.85	87.80	95.79	22.95
John Lempson	"	20.69	24.78	39.36	4.09
Joe Moon	"	46.40	56.64	95.20	10.24
Tom Merritt	"	72.50	85.00	148.75	12.50
W.H.Millaley	"	58.78	70.80	113.09	12.02
Henry Okelly	"	62.76	77.88	127.75	15.12
Tom Prather	"	36.80	46.02	66.56	9.22
Tank Perry	"	2.90	3.54	5.95	.64
John Ramsey	"	49.30	60.18	101.15	10.88
Wyman Stokes	Atlanta-Greenville	2.90	3.54	3.79	.64
Gabe Teasley	Atlanta- Charlotte	55.10	67.26	113.05	12.16
William Hill	Westminister-Charlotte	65.65	85.00	116.86	19.35
Belton Wood	Atlanta-Charlotte	70.40	85.00	144.23	14.60
David Westfield	"	71.46	85.00	146.13	13.54

[illegible] Wall	Atlanta-Charlotte	$ 70.66	$ 85.00	$ 144.70	$ 14.34
[illegible] Knowles	"	17.40	21.24	35.70	3.84
Hal Watkins	"	40.64	49.56	77.92	8.92
Belliss Johnson	"	10.43	13.98	19.95	3.55
Young Barksdale	Westminister-Charlotte (Transylvania Division June 1919)	70.82	87.80	123.18	16.98
Perry Huff	Lake Toxoway-Hendersonville (Murphy Division July 1918)	82.31	99.88	161.50	17.57
D.P.Brown	Asheville-Murphy	60.92	73.98	98.54	13.06
Robert Knox	"	61.04	73.98	106.12	12.94
Max Chambers	"	69.76	87.80	121.28	18.04
A.R.Knox	"	65.40	82.20	113.70	16.80
Lester Powell	"	56.68	68.50	98.54	11.82
	(Asheville Division June 1919)				
Robert Alexander	Asheville-Salisbury	52.36	79.33	112.00	26.97
John Heath	"	58.24	85.00	124.50	26.76
Will Nesbitt	"	67.32	85.00	144.00	17.68
R.Witherspoon	"	67.32	85.00	144.00	17.68
O.L.Nesbitt	"	65.98	85.00	141.00	19.02
A.V.Brown	Asheville-W.Salem	55.49	68.00	109.53	12.51
Frank Campbell	"	66.41	82.16	131.14	15.75
Fred House	Asheville-Columbia	52.85	68.00	105.70	15.15
Sid Houltyclay	"	67.52	85.00	134.87	17.48
George Tillman	"	67.00	85.00	133.87	18.00
	(Appalachia Division August 1918)				
G.R.Johnson	Bristol-St.Charles	78.90	103.90	149.99	25.00
Charles McDaniels	"	80.27	87.80	142.69	7.53
	(Coster Division, 30 day month)				
Will Cowan	Knoxville-Oakdale	68.40	85.00	120.00	16.60
Henry Moore	Knoxville-Fonde	76.62	99.00	135.50	22.38
Walter Tate	Knoxville-Oakdale	84.04	85.00	149.50	.96
Alex Center	"	84.04	85.00	149.50	.96
	(Knoxville Division June 1919)				
Dick Meek	Knoxville-Bristol	69.20	85.00	160.00	15.80
Frank Scales	"	69.20	85.00	160.00	15.80
Lewis Graham	"	69.20	85.00	160.00	15.80
W.M.Meek	Knoxville-Chattanooga	68.85	85.00	171.00	16.15
Henry Johnson	"	61.20	85.00	157.32	23.80
F.Massey	"	61.20	85.00	155.17	23.80
Charles Renfro	"	61.20	85.00	154.32	23.80
John Gist	"	68.85	85.00	184.00	16.15
D.Miller	Knoxville-Bristol	79.38	85.00	179.79	5.62
Charles Morris	"	79.38	85.00	178.49	5.62
R.Watterson	"	77.85	85.00	163.79	7.15
Porter Brown	"	77.85	85.00	170.82	7.15
George Washington	Knoxville-Chattanooga	70.38	85.00	177.00	14.62
R.C.Martin	"	70.38	85.00	167.93	14.62
J.H.Hall	Knoxville-Asheville	69.20	85.00	168.77	15.80
R.Thompson	"	69.20	85.00	155.62	15.80
Charles Brown	"	69.20	85.00	154.74	15.80
Frank Lawrence	Morriston-Asheville	68.40	85.00	217.86	16.60

	(Mobile Division September 1918)				
Jim Burke	Selma-Meridian	$ 65.40	$ 85.00	$ 120.00	$ 19.60
Jim Gamble	"	65.40	85.00	120.00	19.60
Lawrence Harrel	"	65.40	85.00	120.00	19.60
Howard Jones	"	65.40	85.00	120.00	19.60
Steve Sullivan	"	65.40	85.00	120.00	19.60
M.D.Boster	Selma-Mobile	68.70	85.00	120.00	16.30
Frank Growell	"	68.70	85.00	120.00	16.30
Sam Hollins	"	68.70	85.00	120.00	16.30
Elisha Wilson	"	68.70	85.00	120.00	16.30
Frank King	Selma-Rome	65.40	85.00	120.00	19.60
DeWitt Stone	"	65.40	85.00	120.00	19.60
Luther Rheden	"	65.40	85.00	120.00	19.60
	(K&A,K&B,T&CS June 1919)				
Ernest Wilson	Knoxville-Morristown	77.12	116.50	158.00	39.38
Will Ford	Calderwood-Knoxville	69.02	137.50	141.50	68.48
	(CNO&TP April 1919)				
E. Edwards	Oakdale -Chattanooga	46.38	53.83	84.91	7.45
R.M.Clark	"	34.17	39.67	63.27	5.50
W.Farmerly	Cincinnati-Oakdale	73.86	85.00	143.04	11.14
E.Curtis	"	73.24	85.00	142.04	11.76
N.Ball	"	74.77	85.00	144.04	10.23
F.Purcell	Cincinnati- Danville	28.10	31.15	71.33	3.05
D.Sabb	"	45.81	53.77	132.44	7.96
Wm Ballon	Cincinnati-Somerset	73.24	85.00	175.88	11.76
Tom Favors	"	53.71	62.33	129.60	8.62
J.F.Gilliespie	"	73.24	85.00	171.27	11.76
H.L.McCullum	"	39.06	45.23	90.14	6.17
F.Gason	"	73.24	85.00	175.88	11.76
H.E. Fisher	"	73.55	85.00	176.38	11.45
R.Sabb	"	4.88	5.67	10.62	.79
Wm Favors	"	73.86	85.00	172.25	11.14
R.L.Gover	"	71.10	82.17	162.99	11.07
A.H.Turner	"	61.03	70.83	143.48	9.80
C.Harris	Somerset-Chattanooga	41.50	48.16	98.87	6.66
John Ray	"	56.45	65.16	146.45	8.71
B.J.Wasson	"	73.24	85.00	178.90	11.76
Thos. Williams	"	65.90	76.50	160.08	10.60
H.Conly	"	9.76	11.33	37.66	1.57
E.Morris	"	58.58	68.00	150.66	9.42
J.R.Butteram	"	73.24	85.00	178.90	11.76
Chas. Young	"	73.24	85.00	178.90	11.76
Alex Cobb	"	68.96	79.31	170.50	10.35
B.Butteram	"	48.83	56.67	111.92	7.84
	(AGS April 1919)				
Bud Appleton	Meridian-Chattanooga	14.64	17.01	26.54	2.37
John Castleberry	"	14.64	17.01	29.37	2.37
Leslie Davis	"	58.56	68.00	107.09	9.44
Timothy Davis	"	73.20	85.00	132.68	11.80
David Goins	"	21.96	25.50	41.23	3.54

D.J. Goldston	Meridian-Chattanooga	$ 65.88	$ 76.50	$ 132.18	$ 10.62
Don Green	"	58.56	68.00	106.15	9.44
Henry Hope	Birmingham-Meridian	73.20	85.00	151.60	11.80
A.Johnson	Chattanooga- Birmingham	73.20	85.00	137.40	11.80
Matt Moore	Birmingham-Meridian	3.78	5.67	7.58	1.89
J.R. Parker	Chattanooga-Birmingham	73.20	85.00	137.40	11.80
Jim Porter	Chattanooga-Meridian	58.56	68.00	117.49	9.44
C.G.Rogers	Chattanooga-Birmingham	73.20	85.00	137.40	11.80
B.Simmons	Chattanooga-Meridian	73.20	85.00	146.85	11.80
Robert Sherrod	Chattanooga-Birmingham	73.20	85.00	151.60	11.80
Jim Whitner	"	69.42	79.33	144.02	9.91
	(NOANE JUNE 1919)				
Ike Allen	Meridian-New Orleans	69.84	100.75	162.70	30.91
Homer Dunn	"	35.14	48.13	92.22	12.99
Bill Bufkin	"	66.70	85.00	155.82	18.30
Rich Kelly	"	74.04	85.00	185.70	10.96
Alf McLanden	"	55.20	70.75	128.96	15.55
Tom Page	"	70.88	100.75	165.95	29.87
Louis Porter	"	41.40	56.61	96.72	15.21
Lindsay Porter	"	43.70	59.50	102.09	15.80
Emmett Smith	"	57.72	73.58	143.46	15.86
Man White	"	46.84	62.33	111.96	15.49
	Total	$ 16,740.70	$20,864.10	$36,550.61	$4,123.40

Based on one month:

Statement showing date bulletin was issued on the various divisions instructing that Train Porters discontinue performing duties of Brakeman.

- - - - - - - - - -

Washington Division:	No bulletin issued. Train Masters instructed July 28, 1919, to take up switch keys held by train porters.
Danville Division:	No bulletin issued. Train Masters instructed that these men be not required or allowed to perform duties of Brakeman.
Richmond Division:	No bulletin issued, men never having been required to perform duties of brakeman.
Winston-Salem Div.:	No bulletin issued.
Norfolk Division:	Bulletin issued July 20th, 1919.
Charlotte Division:	Bulletin issued July 17th, 1919.
Columbia Division:	No bulletin issued. Instructed Train Masters about June 17th, 1919, to handle personally with all Conductors.
Charleston Division:	Arrangement effective May 1, 1919.
Spartanburg Division:	Bulletin issued June 23rd, 1919.
Asheville Division:	Bulletin issued July 23rd, 1919.
Murphy Division:	Bulletin issued July 22nd, 1919.
Transylvania Divn.:	Bulletin issued July 21st, 1919.
Appalachia Division:	Bulletin issued July 21st, 1919.
Knoxville Division:	Bulletin issued July 21st, 1919.
Coster Division:	Bulletin issued July 21st, 1919.
Memphis Division:	Bulletin issued July 26th, 1919.
Atlanta Division:	Bulletin issued July 24th, 1919.
Columbus Division:	No bulletin issued.
Birmingham Division:	Bulletin issued July 26th, 1919.
Mobile Division:	Bulletin issued July 29th, 1919.
St. Louis-Louisville:	Bulletin issued July 22nd, 1919.
G.N.O. & T.P. RR:	Bulletin issued July 21st, 1919.
A.G.S. RR:	Bulletin issued July 21st, 1919.
N.O. & N. E. RR:	Bulletin issued July 24th, 1919.

- - - - - - - - - -

COPY

April 7, 1919.

GENTLEMEN:

Referring to the exchange of correspondence with Regional Directors Aishton, Bush, Holden, Maher and Winchell regarding Supplement No. 12 to General Order No. 27:

The intent of this supplement is to require the payment of the brakemen's rate whenever the brakemen's duties are performed by the train porter. The supplement plainly states that it shall not curtail the duties of employes heretofore classed as "train porters" so that there should be no question about these employes continuing to perform the train porter's work even though paid the brakemen's rate.

It has been understood in certain regions that on trains having white brakemen or white flagmen and a negro porter, the porter should be paid only the porter's rate. This is proper providing the porter is not required to perform any of the duties of a brakeman. If he is required by orders of the management to perform the duties of a brakeman, notwithstanding there may be other brakemen or flagmen on a train, he should be paid the brakemen's rates.

In order to clearly cover the matter and avoid improper claims under this rule, instructions limiting the duties of train porters on trains where white flagmen or white brakemen are employed should be issued so that it will be clearly understood that the colored porter is not required to perform any of the duties of brakemen or flagmen. The instructions should be carefully worded so as to not relieve colored porters of the duty of flagging in an emergency or when the safety of the train requires that they do it.

Yours very truly,
(SGN)W. T. TYLER

Mr. R. H. Aishton, Chicago, Ill.
Mr. B. F. Bush, St. Louis, Mo.
Mr. Hale Holden, Chicago, Ill.
Mr. N. D. Maher, Roanoke, Va.
Mr. B. L. Winchell, Atlanta, Ga.
Copy to Mr. A. H. Smith, New York, N. Y.
Mr. C. H. Markham, Philadelphia, Pa.
For your information.

O-18

COPY COPY

UNITED STATES RAILROAD ADMINISTRATION
DIRECTOR GENERAL OF RAILROADS

B. L. Winchell, SOUTHERN REGION
Regional Director.

Healey Building,
Atlanta, Georgia.
July 9th, 1919.
File - 3.

Mr. J. P. Beckwith,	Federal	Manager,	St. Augustine, Fla.
Mr. E. H. Coapman,	"	"	Washington, D. C.
Mr. Lyman Delano,	"	"	Wilmington, N. C.
Mr. W. D. Duke,	"	"	Richmond, Va.
Mr. W. J. Haraham,	"	"	Norfolk, Va.
Mr. M. S. Hawkins,	"	"	Norfolk, Va.
Mr. C. M. Kittle,	"	"	Chicago, Ill.
Mr. E. T. Lamb,	"	"	Atlanta, Ga.
. W. L. Mapother,	"	"	Louisville, Ky.
R. V. Taylor,	"	"	Mobile, Ala.
r. W. A. Winburn,	"	"	Savannah, Ga.

ntlemen:

Reports which have come to me concerning the applica- of Supplement 12 to General Order 27 have led me to believe too much stress has been put upon what is termed "The orders the Management" as referred to in my letter of April 11th.

The whole question, in its last analysis, is one of t, i. e., if the porters do perform any of the dutiesset out Supplement 12, whether required to do so by the Management or rwise, the rates prescribed in that Supplement shall apply. s entirely proper to restrict their duties to conform to lement 12, if it is practicable to certainly do so, but it will our duty to give this matter such supervision and check as enable you to determine what duties are actually being per- by the porters and to pay them accordingly.

Please acknowledge receipt.

Yours very truly,

(S) B. L. Winchell

Regional Director.

CAM

UNITED STATES RAILROAD ADMINISTRATION
DIRECTOR GENERAL OF RAILROADS
WASHINGTON

DIVISION OF LAW
E. MARVIN UNDERWOOD, GENERAL COUNSEL
LARUE BROWN, GENERAL SOLICITOR

February 25, 1920.

1

MEMORANDUM FOR MR. UNDERWOOD:

Referring to your inquiry of yesterday relative to the claim of colored porters of the Southern Railroad for wages as trainmen and for back pay under General Order No. 27:

This matter was referred by the Division of Labor to the Director General. The Director General in turn referred the matter to the Division of Operation and was informed by Mr. Lake, in charge of the matter, that instructions have been issued that wherever porters are required to perform the duties of brakemen, trainmen, etc., they should be paid accordingly. This order has quite generally been complied with, with the exception of certain roads in the South, among them being the Southern Railroad, NC&StL and the Louisville & Nashville. These roads generally, and more particularly the Southern, take the position that specific orders have been issued prohibiting the requirement of trainmen or switchmen's duties of colored train porters. Wherever such services have been required there was a violation of that order. Instructions have been issued that wherever it is established that these services were required of train porters, they should be reimbursed accordingly for the period during which they actually performed these services.

The difficulty arises in establishing the fact that they actually did perform the services. A conductor in charge of the train does not care to admit that he required services from a porter which were specifically prohibited by his superiors. Mr. Lake states that the net result of this is that with but few exceptions the porters on the roads referred to are not receiving the additional compensation requested, due, primarily, to their inability to establish the fact that they actually performed these services.

16 In this connection, I invite your attention to Supplement #6 to General OrderNo. 27, which grants an increase in pay to porters, effective Nov. 1, 1919, copy herewith.

C.H.M.

Encl.

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SEABOARD AIR LINE RAILROAD
MACON, DUBLIN & SAVANNAH RAILROAD
DURHAM & SOUTHERN RAILROAD
GEORGIA, FLORIDA & ALABAMA RAILROAD
BENNETTSVILLE & CHERAW RAILROAD

115-2

JAMES F. WRIGHT,
GENERAL SOLICITOR.
SMITH R. BRITTINGHAM,
LEAVEN B. PLUMMER,
SOLICITORS.

FILE

Norfolk, Va., January 21, 1920.d

52715-F

Roy Evans, et als, v. Walker D. Hines, Director General of Railroads - Seaboard Air Line Railroad.

DIVISION OF LAW
JAN 22 1920

Mr. LaRue Brown, General Solicitor,
United States Railroad Administration,
Washington, D. C.

Dear Sir:-

I beg to acknowledge your letter of January 13th, file 115-2-H. These cases are set for trial within the next two weeks. Consequently I should be greatly obliged if you would advise me of any decision handed down by the Division of Labor in this matter.

Yours very truly,

James F. Wright.

General Solicitor.

AK.

13th January, 1920.

115-2-H.

Dear Sir:-

Referring to your letter of January 10, with reference to case of Evans against the Director General, I beg to advise the questions referred to in your letter have not previously raised in any case of which this office has been advised.

As I advised you in my letter of December 27, this question is under consideration by the Division of Labor, but as yet no conclusion has been reached.

1912

Very truly yours,

General Solicitor.

Mr. James F. Wright,
General Solicitor,
SeaboardAir Line Railroad,
Norfolk, Va.

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SEABOARD AIR LINE RAILROAD
MACON, DUBLIN & SAVANNAH RAILROAD
DURHAM & SOUTHERN RAILROAD
GEORGIA, FLORIDA & ALABAMA RAILROAD
BENNETTSVILLE & CHERAW RAILROAD

115-2

JAMES F. WRIGHT,
GENERAL SOLICITOR.
SMITH R. BRITTINGHAM,
LEAVEN B. PLUMMER,
SOLICITORS.

Norfolk, Va., January 10, 1920.d

52715-F

Roy Evans, et als, v. Walker D. Hines, Director General of Railroads - Seaboard Air Line Railroad.

Mr. LaRue Brown, General Solicitor,
United States Railroad Administration,
Washington, D. C.

Dear Sir:-

I beg to acknowledge your letter of January 2nd, file 115-2-H, enclosing copy of a letter from Messrs. Hill & Adams, Attorneys for the porters of the Georgia Division in their wage suits. These matters are being given the necessary attention.

In my letter of December 22nd I suggested that a defense to these actions might be predicated upon the theory that General Order #13, requiring the submission to Board of Adjustment #1 of all disputes growing out of the interpretation or application of wage schedules, divested the court of jurisdiction unless and until this Order had been complied with. Pursuant to that theory Division Counsel have filed a plea to the jurisdiction. I should be greatly obliged if you would advise me whether or not this question has heretofore been given any consideration by your office, or whether you know of any other wage suit to which a similar defense has been offered.

In your reply of December 27th to my letter of December 22nd you stated that the Division of Labor has under investigation the matter of the proper classification of porters. Will you not kindly advise me whether or not any decision has been handed down. I anticipate that these cases will be set for trial within the next two or three weeks.

Yours very truly,

James F. Wright.

General Solicitor.

a.

AK.

115-2

FILE
E. B. E.

2nd January, 1919.

115-2-H.

Gentlemen:-

Referring to your letter of December 26th, to the Director General, with reference to case of Miller against the Seaboard Air Line, I beg to advise I have referred the matter to Mr. James F. Wright, General Solicitor of the Seaboard Air Line Railroad, at Norfolk, Va., who will take the matter up with you.

Very truly yours,

General Solicitor.

Messrs. Hill & Adams,
Attorneys, 501-502 Atlanta Trust Bldg.,
Atlanta, Ga.

AK.

2nd January, 1920.

115-2-H.

Dear Mr. Wright:-

I beg to enclose herewith copy of letter received from Messrs. Hill & Adams, with reference to case of Miller against the Seaboard Air Line Railroad.

Will you kindly handle this matter to a conclusion with these gentlemen, advising me result of your negotiations, so that my files may be complete ?

Very truly yours,

General Solicitor.

Mr. James F. Wright,
General Solicitor,
Seaboard Air Line Railroad,
Norfolk, Va.

115-2

130551

E-38-11a

Mr Underwood

EDWIN R. HILL VIRGIL E. ADAMS

HILL & ADAMS
ATTORNEYS
501-502 ATLANTA TRUST CO. BLDG.
ATLANTA, GA.
PHONE IVY 437

DIVISION OF LABOR.

December 26, 1919.

Walker D. Hines, Director G. of RR.,
Washington, D. C.

Dear Sir:

DEC 29 1919

We are enclosing herewith a carbon copy of the petition of Frank Miller, a Porter on the Seaboard Air Line Railway Co's lines, against Walker D. Hines as Director General of Railroads. We have filed a number of other suits for the S. A. L. porters of this Division. We see no reason why these suits should be tried out and are appealing to you to see if it is possible to get them adjudted without putting the Railroad Administration to the expense of defending, or appearing in Court to defend thirteen cases, a matter which it has by General Order agreed to pay.

If you can and will say or do anything to aid us in getting these matters adjusted, or refer us to some one who will, we will appreciate the courtesy and be glad to get these matters adjusted at a saving to the Administration.

Very truly yours,

Hill & Adams

DEC 29 1919

13 suits against the Dir. Gen. of R.R., S.A.L. Ry. Co.

STATE OF GEORGIA, FULTON COUNTY.

Frank Miller, Plaintiff vs Walker D. Hines as Director General of Railroads, Defendant.	No. City Court of Atlanta. January Term 1920. Suit for wages, $3,600.00.

To the City Court of Atlanta:

The petition of Frank Miller respectfully shows:

First. That Frank Miller resides in Fulton County, Ga., and is in the service of the Director General of Railroads in the capacity of passenger train portor or trainman regularly employed, on a passenger train of the Seaboard Air Line Railway Co. running between Atlanta, Georgia and Monroe, ~~Georgia~~ N.C., and return, and will hereinafter be called petitioner.

SECOND. That Walker D. Hines as Director General of Railroads is in possession of and operating the physical properties of the Seaboard Air Line Railway Company and is in possession of and operates the trains on which petitioner works, and the Director General of Railroads has been in possession of and has been operating the trains on which petitioner has been employed as trainman during the present period of Federal Control of railroads under the United States Railroad Administration and as such has an office an agent, and a place of business in Fulton County, Georgia, as subject to process in said County and is named as defendant in this action.

THIRD. That on the 25th day of May 1918, the Director Genera of Railroads issued an Order known as General Order # 27 authorizing, regulating and directing the payment and increased payment of wages to all employees in the train service and directed that: "Effective June 1, 1918, colored men employed as firemen, trainmen, and switchman shall be paid the same rates of wages as are paid white men in the same capacities. Back pay for the period January 1, 1918, to May 31, 1918, will be based only upon the increase provided in Article 11 of this Order for such positions". Article 11 of said order provides for an increase of 41 per cent for all employees receiving a monthly salary of $60.00, which is the amount being paid to colored portors and trainmen, such as petitioner was, and is, at the times stipulated in

said General Order # 27.

FOURTH. That according to said General Order # 27 petitioner is entitled to back pay from January 1, 1918, to May 31, 1918, at an increase of 41 per cent over his original monthly salary of $60.00 which was to have been paid as soon as the auditing necessary to figure out the back time could be done, and petitioner alleges that ample time has elapsed for this back time to have been figured out and paid but the same has not been paid.

FIFTH. That according to said General Order # 27 petitioner has been entitled to the same pay the white men have been receiving for the same class of work since June 1, 1918, which is $207.00 per month, but petitioner has received only $60.00 per month of said salary and he brings this action to recover the balance of his salary for each and every month from June 1, 1918, to the filing of this suit.

SIXTH. That petitioner accepted the terms and conditions of defendant's General Order # 27 and faithfully and diligently discharged the duties required of him as a trainman in the service of defendant, namely; He was furnished a switch key and keys to the cars, lockers, etc., and was required to change switches, couple and uncouple cars, brass car journals, flag crossings, light coaches, call stations, and assist passengers and their baggage on and off of trains and was required to perform any and all labor and duties the conductor of his respective trains ordered him to perform.

SEVENTH: That despite the fact that petitioner according to the terms of said General Order # 27 is entitled to the back pay and the increased pay as herein set forth defendant has paid no part of the back time from January 1, 1918, to May 31, 1918, and has paid no part of the increased pay from June 1, 1918, to date, all of which is now due petitioner.

EIGHTS. Petitioner further alleges that he has made 3½ hours of over time every day since January 1, 1918, to date and is [illegible] ime for said over [illegible] th[illegible]

#3

pay or wages ordered and fixed by the General Orders of defendant.

Wherefore, petitioner prays that process issue directed to defendant commanding him to be and appear at the next Term of this Court, then and there, to answer his complaint herein.

Hill & Adams

Attys. for Defendant.

AK.

#17

27th December, 1919.

115-2-H.

Dear Sir:-

Referring to your letter of December 22nd, with reference to suit of Ray Evans versus the Director General, I beg to advise that you may raise any defense that you think proper in this particular case.

No interpretations have been made as to the particular class of employees mentioned in your letter, and I am advised by the Division of Labor that this entire question has been investigated and developed, and laid before the Director General, and it is hoped the determination of same will be made in the very near future.

Very truly yours,

General Solicitor.

Mr. James F. Wright,
General Solicitor,
Seaboard Air Line Railroad,
Norfolk, Va.

AK.

27th December, 1919.

115-2-H.

Dear Mr. Jouett:-

I beg to acknowledge receipt of your letter of December 20th, enclosing letter from District Attorney Jones, with reference to the activities of one J. Reese Murray.

I have taken this matter up with the Department of Justice, and I am today advised that the Department of Justice is relieving Mr. Murray from the service.

In view of this I do not see that there is anything further that can be done.

Very truly yours,

General Solicitor.

Mr. E. S. Jouett,
General Solicitor,
L&N Railroad,
Louisville, Ky.

115-2

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SEABOARD AIR LINE RAILROAD
MACON, DUBLIN & SAVANNAH RAILROAD
DURHAM & SOUTHERN RAILROAD
GEORGIA, FLORIDA & ALABAMA RAILROAD
BENNETTSVILLE & CHERAW RAILROAD

JAMES F. WRIGHT,
GENERAL SOLICITOR.
SMITH R. BRITTINGHAM,
LEAVEN B. PLUMMER,
SOLICITORS.

NORFOLK, VA., December 22nd, 1919.
52715-F

DIVISION OF LAW
DEC 23 1919

Ray Evans, et als, v. Walker D. Hines, Director General of Railroads - Seaboard Air Line Railroad.

Mr. La Rue Brown,
General Solicitor,
United States Railroad Administration,
Washington, D.C.

Dear Sir:-

I am enclosing herewith a copy of a petition filed in the City Court of Atlanta, Georgia, by a porter employed by the Seaboard. This petition is one of thirteen companion suits for back pay claimed under General Order No. 27, and supplements thereto, each for Three Thousand Six Hundred ($3,600,00) Dollars.

In considering the defense of these actions it has occurred to me that the jurisdiction of the Court might beattackedon the ground that the plaintiffs had not complied with the provisions of General Order No. 13. This Order, as I view it, is an agreement to arbitrate all wage disputes growing out of the interpretation or application of wage schedules established by the Director General. While I have not thoroughly investigated the authorities it would appear to me that this arbitration agreement is a condition precedent to the right of employees to recover any wages to which they are entitled under the General Orders. However, I should appreciate your views on this point, together with an expression of your opinion of whether or not the Administration would, as a matter of policy, approve an attempt to contest the jurisdiction of the Court.

I cannot find in my copies of General Order No. 27 and supplements that any interpretation has established the proper classification of men performing the duties alleged by the plaintiffs in these actions. I invite your attention, however, to Section 3 of Supplement No. 12 providing that "this order shall not curtail the duties of employees heretofore classed as 'train porters'". I am somewhat in doubt as to whether this Section is to be taken to mean that, while employees theretofore classed as train porters customarily performed certain of the duties specified in Section 1 of that supplement they were not for that reason to be classed as brakemen; or the contrary interpretation should be placed

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SEABOARD AIR LINE RAILROAD
MACON, DUBLIN & SAVANNAH RAILROAD
DURHAM & SOUTHERN RAILROAD
GEORGIA, FLORIDA & ALABAMA RAILROAD
BENNETTSVILLE & CHERAW RAILROAD

JAMES F. WRIGHT,
GENERAL SOLICITOR.
SMITH R. BRITTINGHAM,
LEAVEN B. PLUMMER,
SOLICITORS.

upon it, namely, that if train porters who theretofore had performed duties which, under supplement No. 12 would entitle them to classification as brakemen, their duties should not be curtailed for the purpose of retaining them as train porters. Ifany interpretation bearing on this point has been issued I should appreciate your sending me a copy.

I understand from press reports that a number of claims by train porters on the Atlantic Coast Line have been submitted to the Administration officials and are now in process of adjustment. Will you kindly advise me whether or not this report is correct and if so what, if any developments might have a bearing upon the suits filed by the Seaboard porters.

Yours very truly,

James F. Wright

GENERAL SOLICITOR -

C O P Y

STATE OF GEORGIA, FULTON COUNTY.

George Smith, Plaintiff vs Walker D. Hines as Director General of Railroads. Defendant.	No. City Court of Atlanta. January Term 1920. Suit for wages, $3,600.00

To the City Court of Atlanta:

The petition of George Smith respectfully shows:

FIRST. That George Smith resides in Fulton County, Ga. and is in the service of the Director General of Railroads in the capacity of passenger train porter or trainman regularly employed on a passenger train of the Seaboard Air Line Railway Co., running between Atlanta, Georgia, and Birmingham, Alabama, and return, and will hereinafter be called petitioner.

SECOND. That Walker D. Hines as Director General of Railroads is in possession of and operating the physical properties of the Seaboard Air Line Railway Company and is in possession of and operates the trains on which petitioner works, and the Director General of Railroads has been in possession of and has been operating the trains on which petitioner has been employed as trainman during the present period of Federal Control of railroads under the United States Railroad Administration and as such has an office an agent, and a place of business in Fulton County, Georgia, is subject to process in said County and is named as defendant in this action.

THIRD. That on the 25th day of May 1918, the Director General of Railroads issued an order known as General Order #27 authorizing, regulating and directing the payment and increased payment of wages to all employees in the trains service and directed that: "Effective June 1, 1918, colored men employed as firemen, trainmen and switchmen, shall be paid the same rates of wages as are paid white men in the same capacities. Back pay for the period January 1, 1918, to May 31, 1918, will be based only upon the increase provided in Article 11 of this Order for such positions". Article 11 of said order provides for an increase of 41 per cent for all employees receiving a monthly salary of $60.00, which is the amount being paid to colored porters and trainmen, such as petitioner was, and is, at the times stipulated in said General Order #27.

FOURTH. That according to said General Order #27 petitioner is entitled to back pay from January 1, 1918, to May 31, 1918, at an increase of 41 per cent over his original monthly salary of $60.00 which was to have been paid as soon as the auditing necessary to figure out the back time could be done, and petitioner alleges that ample time has elapsed for this back time to have been figured out and paid but the same has not been paid.

FIFTH. That according to said General Order #27 petitioner has been entitled to the same pay the white men have been receiving for the same class of work since June 1,1918, which is $207.00 per month, but petitioner has received only $60.00 per month of said salary and he brings this action to recover the balance of his salary for each and every month from June 1, 1918, to the filing of this suit.

SIXTH. That petitioner accepted the terms and conditions of defendant's General Order #27 and faithfully and diligently discharged the duties required of him as trainman, in the service of defendant, namely: He was furnished a switch key and keys to the cars, lockers, etc., and was required to change switches, couple and uncouple cars, brass car journals, flag crossings, light coaches, call stations, and assist passengers and their baggage on and off of trains and was required to perform any and all labor and duties the conductor of his respective trains ordered him to perform.

SEVENTH. That despite the fact that petitioner according to the terms of said General Order #27 is entitled to the back pay and the increased pay as herein set forth defendant has paid no part of the back time from January 1,1918, to May 31,1918, and has paid no part of the increased pay from June 1,1918, to date, all of which is now due petitioner.

EIGHTH. Petitioner further alleges that he has made 3½ hours of over time every day since January 1,1918, to date, and is entitled to pay at the rate of time and one half time for said over time, which he has not received; and he now alleges that defendant is indebted to him in the sum of $3,600.00 or such sum as will duly compensate him for all time made in the service of the Director General of Railroads since January 1, 1918, according to the increased pay or wages ordered and fixed by the General Orders of defendant.

NINTH. That petitioner's time is made up in the timekeeper's office in Atlanta, Fulton County, Georgia, and defendant's failure and refusal to pay petitioner was in said State and County and this is the proper County in which to file this suit according to the General Orders of the Director General of Railroads.

Wherefore, petitioner prays that process issue directed to defendant commanding him to be and appear at the next Term of Court, then and there, to answer his complaint herein.

Signed - HILL & ADAMS
Attys for Plaintiff.

STATE OF GEORGIA,)
COUNTY OF FULTON.)

George Smith)
Versus) COMPLAINT.
Walker D. Hines, Director General etc.)
operating the Seaboard Air Line Railway Co.)

To the Sheriff or His Deputy, of said County, Greeting:

The Defendant is hereby required, personally or by attorney, to be and appear at the City Court of Atlanta, to be held in and for said County, on the first Monday in January 1920, then and there to answer the Plaintiff's complaint, as in default thereof said Court will proceed, as to justice shall appertain.

Witness, The Honorable H. M. REID, Judge of said Court, this 9 day of December, 1919.

Signed - Fred F. Edwards, Deputy Clerk.

2 1/2M-9-19-5121

UNITED STATES RAILROAD ADMINISTRATION
DIRECTOR GENERAL OF RAILROADS

LOUISVILLE & NASHVILLE RAILROAD
LAW DEPARTMENT

115-2

EDWARD S. JOUETT,
GENERAL SOLICITOR.
WILLIAM A. NORTHCUTT,
GENERAL ATTORNEY.

LOUISVILLE, KY. Dec. 20, 1919.

Mr. E. Marvin Underwood, General Counsel,
United States Railroad Administration,
Washington, D.C.

My dear Mr. Underwood:

I send you letter from District Attorney George W. Jones, of Montgomery, Ala., with copy of memorandum attached from one of our claim agents, in which reference is made to the activities of a Mr. J. Reese Murray. It would seem that the criticisms of Mr. Murray's actions were justified. I am not, however, at all familiar with the nature of these claims upon which he is filing suits, so am submitting it to you for such action, if any, as you deem proper.

Yours very truly,

E. S. Jouett.

General Solicitor.

Encls.

3M-8-19-3811

96686

UNITED STATES RAILROAD ADMINISTRATION
DIRECTOR GENERAL OF RAILROADS

LOUISVILLE & NASHVILLE RAILROAD
LAW DEPARTMENT
OFFICE OF DISTRICT ATTORNEY
FOR ALABAMA

GEO. W. JONES,
DISTRICT ATTORNEY.
E. PERRY THOMAS,
ASS'T DISTRICT ATTORNEY.
J. B. JONES,
TAX AGENT.

MONTGOMERY, ALA., December 11, 1919.

SUBJECT: JOHN MOORER v. W.D.HINES,as D.G., Our File 27/9703.
Action of Reese Murray, Special Agent, Department of Justice, in handling claims against Railroad Administration.

Hon. E. S. Jouett,
General Solicitor,
Louisville, Kentucky.

Dear Sir:--

Please note enclosed memorandum from District Claim Agent Patton, dated December 6th.

I do not know whether you will wish to take any steps, looking toward bringing about a different attitude on the part of Mr. Murray, but the matter is referred to you for such action, if any, as you care to take.

Yours truly,

Geo W Jones

District Attorney.

n-enc
Copy to:
Mr. J. W. Patton,
District Claim Agent,
Montgomery, Alabama.

Montgomery, Alabama, December 6, 1919.

John Moore vs. L. & N. Railroad.

Mr. Jones:-

The above suit for $2,000.00 filed in the Circuit Court of Jefferson County is for money alleged to be due by the defendant to plaintiff as back pay. As I understand, the plaintiff expects to show that although being paid the wages of a train porter, he has in fact done the work of train brakeman, and should receive brakeman's pay under the union scale. As you know, quite a number of other cases like this have been filed within the past two weeks in Jefferson County, all of the plaintiffs being represented by J. Reese Murray and J. H. Willis.

In talking with John Moore, porter, one of the plaintiffs, in Birmingham a few days ago, I find that John thinks that he is being represented by a Government attorney in this case. I am inplined to believe that Mr. Reese Murray is representing all of these plaintiffs with such an understanding as this. Mr. Murray is a Special Agent of the Department of Justice at Birmingham, and I assume that it is a part of his duty as such Government agent to protect any Government employe in his district being discriminated against. However, it does not seem to me that Mr. Murray could properly take advantage of his Government position in order to procure such cases as this, and then charge the usual contingent fee for collection in the event collection is made, and I think the Railroad Administration ought to call on him for some explanation of his connection with these cases.

J. W. P.

JWP/McC

Form G-18

FILE No. 115-42

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

E-38-11-A

SUBJECT:

December 12, 1919.

MEMORANDUM for E. Marvin Underwood.

AD 12/22/19

With further reference to your memoranda of September 5th and 30th, relative to the claim of Messrs. Arnold & Ransom, Attorneys at Law, Atlanta, Ga., that certain train porters on the Southern and Louisville & Nashville Railroads have not been properly compensated.

A copy of the statemen t furnished by the attorneys showing the names of the employes and their assignments was forwarded to the Federal Managers of the above roads, with request that investigation be made and the result communicated to us; and we are just in receipt of reply from Federal Manager Mapother advising regarding the porters shown on the statement, namely, Dave Siler and Will Wright, employes of the L. & N. Railroad.

He states that all of the train porters in the service of the L. & N. Railroad have been properly compensated in accordance with the requirements of the wage orders issued by the Administration, and where they have been called upon to perform the duties of brakemen, they have likewise been compensated. The two porters in question have not performed brakemen's services since November, 1918, nor have they ever been supplied with switch keys and it, therefore, would be impossible for them to handle any switches except under direct supervision.

He further quotes report from the Superintendent having jurisdiction of the lines upon which these porters are employed, as follows: --

"With reference to the five classes of service these porters allege they performed.

(a) These porters are not, to any extent, responsible for the inspection of cars, testing of air signals, etc. but of course are expected to notify the conductor if they should notice any defects. This same rule applies to our track laborers -- if they should notice defects in passing trains, such as brake beams down, etc.

Practically all of the testing of signals performed by them is the pulling of signal cord, etc. where passenger car is picked up on line of road which would not amount to more than one case in every 90 days.

All proper inspection etc. of every passenger train on this division is done before the departure of the train by properly authorized employes of the mechanical department.

MEMORANDUM

(b) Practically all signals given by them are as follows: -

In some cases where the porter is assisting in unloading baggage and the conductor gives the proper hand or lamp signals when his passenger work is finished and the porter passes this signal on to the engineer.
In special emergency cases where the porter would be called upon to throw a switch, he has, of course given signals when he had the switch properly lined and secure.

(c) There has absolutely been no opening and closing of switches by porters since November 8th, 1918, except in emergency cases as may have occurred.

(d) There has been no coupling of cars and engines by these porters except in very rare instances stated above, or perhaps one case every 90 days.

(e) These porters are not required to compare watches with other employes - are not even required to have a watch.
Trainmaster O. C. Kinzel is present and states that he employed porter Will Wright and that these porters are correct in saying they were furnished with a rule book and directed to study them, etc.
Trainmaster Kinzel further states that these porters have never been examined on these rules; have never been considered as being responsible under these rules for the safety of the train."

As soon as we have received report from the Federal Manager of the Southern Railroad, you will be further advised.

In this connection, I wish to state that the entire colored train porter situation throughout the country has been investigated and developed and laid before the Director General personally, and it is being given consideration, and we hope that a determination of same will be made within the very near future.

W. S. Carter.

11/az

Form G-19

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

FILE NO. 115-2-I

SUBJECT: Inquiry J W Cox re claim of David Majors and other Colored porters vs. Southern Railroad.

MEMORANDUM for Mr Underwood:

December 2 1919

The Director General has reached no conclusion.

E.H.Ly

115-2-1

Claim-David Majors and other colored porters vs. Southern R.R.

November 4, 1919.

for Mr. Carter:

Attached hereto is letter from Leckie, Cox and Sherier regarding the claim of David Majors and other colored train porters against the Southern Railroad for back pay under General Order No. 27. Apparently this is a matter coming under your jurisdiction and is referred accordingly. Messrs. Leckie, Cox and Sherier have been advised of this reference.

CAM

November 4, 1919.

115-3-I

Attention Mr. J. W. Cox.

Gentlemen:

I have received your letter of October 30th respecting the claim of David Majors and other colored train porters against the Southern Railroad for back pay under General Order No. 27. Matters of this character are under the jurisdiction of Director W. S. Carter of the Division of Labor and your letter is accordingly referred.

Very truly yours,

General Counsel.

Leckie, Cox and Sherier,
Southern Building,
Washington, D. C.

AK.

24 October, 1919.

Dear Sir:

Referring to your previous correspondence with Mr. Underwood, who is at present out of the city, I beg to advise memorandum has been received today from the Director of the Division of Labor in which he advises that he has carefully investigated the matter submitted by you, and hopes the matter will be straightened out within a very short time.

Very truly yours,

General Counsel.

Mr. Ronald Ransom,
Attorney-at-Law,
904 Hurt Building,
Atlanta, Ga.

Form G-18

FILE NO. 115-2

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT:

E-38-11-A

11 16 to Law

October 23, 1919.

MEMORANDUM for Mr. E. M. Underwood, General Counsel, Division of Law.

DIVISION OF LAW
OCT 24 1919

I wish to acknowledge receipt of your memorandum of September 6th, with which you attach copy of letter received from Ronald Ransom, together with enclosure relating to claim of certain employes of the Southern Railroad and the Louisville & Nashville Railroad for back pay under Supplement No. 12 to General Order No. 27 -- also your letter of September 30th, asking advice as to the present status; and I trust you will pardon the delay in making reply to you.

We have been in correspondence with the Federal Managers of the roads in the Southern territory, also some in the Southwestern territory, where it is claimed that they are not applying Supplement No. 12 to colored train porters who claim to be performing the duties outlined in the supplement but are not being paid in accordance therewith.

There appears to be a misunderstanding as to the intent of the supplement and the instructions issued by the Regional Directors to the Federal Managers. We hope, however, to be able to straighten it out within a very short time.

W. S. Carter.

11/az

1119 H.V

FILE NO. 115-2

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT:

E-38-11-A

October 3, 1919

MEMORANDUM for Mr. E. Marvin Underwood.

Referring to your memorandum of September 30th to Mr. Carter, relative to claim of Ronald Ransom with regard to application of Supplement No. 12 to certain porters in the employ of the Southern Railroad and the L.&N. Railroad.

On September 29th I wrote to Mr. Ransom, as per attached copy, and you will see from this that the status of the matter is not very far advanced because of lack of information furnished by the gentlemen.

J. A. Franklin.

7-az

DIVISION OF LAW
OCT 4 1919

UNITED STATES RAILROAD ADMINISTRATION

W[redacted]D, DIRECTOR GENERAL OF RAILROADS

INTERSTATE COMMERCE BUILDING

DIVISION OF LABOR
W. S. CARTER, DIRECTOR

WASHINGTON

E-38-11-A

September 29, 1919.

Mr. Ronald Ransom,
Attorney at Law,
904 Hurt Bldg.'
Atlanta, Ga.

Dear Sir:

This will acknowledge receipt of your letter of Sept. 16th with further reference to the application of Supplement No. 12 to certain employees of the Southern RR and the L&N RR.

It is true that with your communication of August 28th addressed to Mr. Underwood you gave the names of the employees who you feel have not been properly treated. I note that you apparently do not care to give me the names again so I am sending you the list herewith and ask that opposite each name you set down the runs on which these men are assigned, the name of each man who has instructed them to perform the duties coming under the heading of train men's responsibilities and description of the trainmen's service rendered in each case. I have handled so many cases of this kind that I know the duties performed by the different porters claiming trainmen's compensation and I do not care to approach the Federal Manager with anything except an absolute statement of facts as they are.

Yours truly,

(Sgd) J.A.Franklin.

7-AR-az

EMU

September 30, 1919.
H

MEMORANDUM FOR MR. CARTER:

On September 5, I referred to you letter received from Ronald Ransom with reference to claim of certain employes of of the Southern Railroad and the Louisville & Nashville Railroad for back pay under Supplement 12 to General Order 27.

Mr. Ransom is again writing me with reference to this matter and I would thank you to advise me the present status.

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

115 — 2

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a day message. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT COMMERCIAL NAT'L BANK BLDG., 14th & G STS., N. W. WASHINGTON, D. C. 1919 SEP 29 PM 9 49

ALWAYS OPEN

SEP 30 1919

A433AN 60NL

ATLANTA GA 29

MARVIN UNDERWOOD 3189

GENL COUNSEL US RR ADMIN WASHINGTON DC

YOU SUGGESTED TO ME IN WASHINGTON THAT IF I DID NOT HEAR WITHIN A REASONABLE TIME FROM YOU AS TO CLAIMS OF PORTERS ON SOUTHERN RAILWAY AND LOUISVILLE AND NASHVILLE RAILROAD FOR INCREASED PAY AND BACK PAY UNDERSUPPLEMENT TWELVE TO GENERAL ORDER TWENTY SEVEN THAT I WIRE YOU PERIOD WILL KINDLY LET ME KNOW BY WIRE IF YOU HAVE BEEN ABLE TO MAKE ANY PROGRESS IN THIS LETTER

RONALD RANSOM.

RONALD RANSOM
ATTORNEY AT LAW
904-6-8 HURT BLDG.
ATLANTA GEORGIA

September 12, 1919.

Hon. Marvin Underwood, General Counsel,
U. S. Railroad Administration,
Washington, D. C.

My dear Mr. Underwood:

I am in receipt of a letter from Mr. J. A. Franklin, Assistant Director, Division of Labor, U. S. Railroad Administration under date of September 9th, a copy of which I enclose for your information.

Mr. Reuben Arnold and I had thought that the simplest way of handling the matter of the claims of these employees of the Southern Railroad and of the Louisville & Nashville Railroad would be to adopt your suggestion and let the legal heads of the divisions interested reply to your general inquiry to them as to why the provisions of Supplement No. 12 to General Order No. 27 had not been complied with.

I am reliably informed that neither of these railroads have complied with these provisions in the case of their domestic porters and therefore we believed that some general question was involved and that we could meet an issue on the general question and dispose of the matter in this way.

If it was decided that the domestic porters came under the provisions of this supplement, then we could take up with the railroads each individual employee's claim. We will gladly comply with Mr. Franklin's suggestion, and I am having the information he wants prepared at this time. Mr. Franklin's plan seems to me to involve disposing of the same general question in each one of a large number of individual cases.

The colored porters on the Missouri Pacific and Frisco roads have very recently been placed on the basis of brakemen and have received their back pay. This was in compliance with the same supplement involved in our cases. As I mentioned to you in my letter of September 2d,

four of the roads entering Atlanta have complied with the order and we had therefore hoped to be able to reach an understanding with the Southern and the Louisville & Nashville on the general question before submitting each claim as suggested by Mr. Franklin.

I will however proceed at once to prepare the information in the way Mr. Franklin suggests. I understood from your letter to me of September 5th that you also have the matter up with the divisions interested, and that Mr. Franklin's suggestion does not mean that we can not carry out our original plan.

With kindest personal regards, I am

Yours very truly,

Ronald Ransom.

rr m

RONALD RANSOM.

enclosure

C O P Y

UNITED STATE RAILROAD ADMINISTRATION

Director General of Railroads

Division of Labor

Washington September 9, 1919

In your reply refer to File
E-38-11-A

Mr. Ronald Ransom,
Attorney at Law,
Atlanta, Ga.

Dear Sir:

This will acknowledge receipt of your letter of August 28th to Mr. Marvin Underwood, with regard to the applica- of Supplement No. 12 to certain emploes of the Southern Railroad and the Louisville & Nashville Railroad Company.

In each case it will be necessary to know the name of the employe who claims not to have been properly treated; a resume of the duties he performs that form part of the trainman's routine, the name of the man who instructs them to render this service and the road he is employed on, together with the runs to which he has been assigned.

Yours truly,

7-ac (Signed) J. A. Franklin.

115

EMU

September 5, 1919.
H

MEMORANDUM FOR MR. CARTER:

Beg to hand you herewith copy of letter received from Ronald Ransom, together with enclosure relating to claim of certain employes of the Southern Railroad and the Louisville & Nashville Railroad for back pay under Supplement 12 to General Order No. 27.

Will you kindly give this matter such attention as you deem necessary, advising me of conclusion reached so that I may in turn advise Mr. Ransom?

EMJ

September 5, 1919.
H

Dear Mr. Ransom:

I beg to acknowledge receipt of your letter of August 28, enclosing statement with reference to claim of certain employes of the Southern Railroad and the Louisville & Nashville Railroad, for back pay under Supplement 12 to General Order 27.

I am taking the matter up with the Divisions interested and as soon as I hear from them I will advise you.

Very truly yours,

Mr. Ronald Ransom,
Attorney at Law,
Atlanta, Georgia.

RONALD RANSOM
ATTORNEY AT LAW
904-6-8 HURT BLDG.
ATLANTA GEORGIA

115

August 28, 1919.

B

Hon. Marvin Underwood, General Counsel,
U. S. Railroad Administration,
Washington, D. C.

My dear Mr. Underwood:

Complying with your suggestion made me last week I am attaching hereto a statement of the claim of certain employees of the Southern railroad and of the Louisville & Nashville railroad. These men claim that they are entitled to back pay and additional compensation under certain orders of the Railroad Administration. You were kind enough to offer to take the matter up personally with the legal departments of these roads and ascertain if possible why the roads were failing to comply with these orders.

These employees are represented jointly by Mr. Reuben R. Arnold and the writer. Some of these employees who are in the employ of the Southern Railroad have had some correspondence with the Railroad Administration; and, in a letter under date of July 30, 1919, Mr. J. A. Franklin, assistant director of the U. S. Railroad Administration, suggested that these employees endeavor to adjust the matter in controversy personally with their superior officers in the employ of the railroads and that failing personal settlement the matter be handled thru their organization, provided they belonged to an association of railroad employees

and that in the event these men did not belong to an employees' association Mr. Franklin suggested that a joint statement of facts be prepared in accordance with the provisions of Supplement #6 to General Order #27, such statement to be signed by the employees and their representatives as well as by the railroad officials and forwarded to his office

I am advised by our clients that Mr. Franklin had made a similar suggestion in a letter under date of April 8, 1919, and that following his suggestion they submitted such a statement of their contentions in writing to Mr. C. E. Ervin, Division Superintendent, Southern Railroad, under date of June 4, 1919 but that they had never received a reply from the railroad. They therefore considered it advisable, as they have no organization, to employ some one to represent them in the matter and thereupon came to Mr. Arnold and the writer. As the Southern Railroad does not seem inclined to sign the agreed statement of facts Mr. Arnold and I thought it advisable that we take up the matter direct with the Railroad Administration.

I wish to state, however, that we are ready and willing at any time to meet with the officials of the Southern or the Louisville & Nashville and try to prepare an agreed statement of facts for submission to the office of the Division of Labor as suggested by Mr. Franklin.

We are informed by our clients that the Georgia Railroad, Atlanta & West Point, the Atlanta, Birmingham &

Atlantic and the Central of Georgia have complied with Supplement #12 to General Order #27, but that the Southern Railroad, the Louisville & Nashville and the Nashville, Chattanooga & St. Louis have not complied with the provisions of this supplement.

Again thanking you for your willingness to assist us in the matter, I am with kindest regards

Yours very truly,

Ronald Ransom.

rr m

RONALD RANSOM.

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

OFFICE OF

GENERAL COUNSEL

No. 115-2

No. 115-2

SUBJECT: Claim of porters on the Southern Railway and Louisville and Nashville Railroad for increased pay and back pay.

Part 2

Part 2 closed, see Part 3.

SETTLED

Unsettled

SETTLED

Southern Railway System

Law Department

1300 Pennsylvania Avenue

Washington, D.C.

115-32

L.E.JEFFRIES,
VICE-PRESIDENT & GENERAL COUNSEL.
S.R.PRINCE,
GENERAL SOLICITOR.
CHARLES CLARK,
SOLICITOR.

October 17, 1922. M

Mr. A. A. McLaughlin, General Solicitor,
U. S. Railroad Administration,
Washington, D. C.

Dear Mr. McLaughlin:

I enclose for your file and general information in Arthur Dick v. Director General, copy of transcript, copy Dick's brief and copy of Director General's brief.

Yours truly,

Charles Clark
Solicitor.

115-2

October 14th, 1921.

Dear Sir:

My attention has just been called to your claim which you state arises out of the fact that you were a train porter on the Louisville & Nashville Railroad during the period of Federal control. We have had numerous claims of this character, and have recently tried some of these cases out in court. Judgments have been rendered for the Government; and, in view of the circumstances, I do not see how we would be justified in making any settlement with you. I, therefore, must concur in the position which Mr. Alvord has taken in his letters addressed to you on the subject.

Yours very truly,

General Solicitor.

Mr. Charles J. Brown,
Nashville, Tennessee.

AW/L

Form G-18

FILE NO.

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT:

October 11, 1921

MEMORANDUM for Mr. A. Ward:

Enclosed herewith please find our entire file relative to claim of Charles J. Brown for back pay while employed as a train porter on the Louisville & Nashville Railroad during the period of Federal control.

As you have handled several claims in connection with this porter-trainmen proposition, and as we have been unsuccessful in convincing Brown that he has no claim against the Railroad Administration, it will be appreciated if you will handle the matter with him from a legal standpoint.

A.W. Stoll

CLASS	SERVICE	SYMBOL
Telegram		
Day Letter		Blue
Night Message		Nite
Night Letter		N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS	SERVICE	SYMBOL
Telegram		
Day Letter		Blue
Night Message		Nite
Night Letter		N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT COMMERCIAL NAT'L BANK BLDG., 14th & G STS., N. W. WASHINGTON, D. C.

ALWAYS OPEN

1921 OCT 14 PM 7 04

OFFICE OF LAW

OCT 15 1921

B676RD CAK

WILMINGTON NCAR 628P 14

A A MCLAUGHLIN

GEN SOLICITOR U S RR ADMINISTRATION WASHINGTON DC

2898

YOUR WIRE DATE I WILL OF COURSE BE GLAD TO HANDLE DETAILS OF SETTLEMENT FOR YOU IF DESIRED I AM HOWEVER STILL OF OPINION THAT IT WOULD BE BETTER TO CONTEST CASES THAN MAKE COMPROMISE SUGGESTED I HAVE COPY OF INSTRUCTIONS GIVEN BY LAW AND EQUITY COURT IN RICHMOND IN SEABOARD CASE APRIL TWENTY FIRST IF WE CAN OBTAIN AGAIN SIMILAR INSTRUCTIONS WE SHOULD WIN CASE WITHOUT DIFFICULTY

115-2

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT COMMERCIAL NAT'L BANK BLDG., 14th & G STS., N. W. WASHINGTON, D. C. ALWAYS OPEN

1921 OCT 14 PM 7 04

B767RD SHEET 2

OUR GENERAL MANAGER TELLS ME FAFTS IN OUR CASE SUBSTANTIALLY IDENTICAL WITH FACTS INVOLVED IN SEABOARD AND SOUTHERN RAILWAY CLAIMS WILL WRITE YOU TOMORROW

GEO B ELLIOTT.

Train Porter Suits.

October 14, 1921.

Dear Sir:

I have a wire from Mr. Wright approving settlement of the colored porter cases in line with our conference ~~with~~ yesterday. The Director General is to pay 25% of the differences between the amount paid these men as porters and the amount that would have been paid if they had been regarded as brakemen up to the time notice was issued instructing that porters be not permitted to perform any brakemen's duties. In no case, however, shall any payment exceed $300.00. You should procure form of release from Mr. Wright, or approval of a form, and have same executed personally by each of your clients as a condition for receiving voucher for the amount found to be due under the terms of the proposed settlement.

I am advising Mr. Wright that I am leaving the details of this settlement to him.

I trust you will be able to arrange for disposal of these matters without further unnecessary delay. I have not heard from Mr. Elliott of the Atlantic Coast Line but when I hear from him, I will advise you.

AAM:MW

Very truly yours,

Mr. John L. Long,
Attorney at Law,
Richmond, Va.

General Solicitor.

Form 1204

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT

162W AN CAK

NORFOLK VA 203P OCT 14 1921

A A MCLAUGHLIN

WASHINGTON DC

CONSIDERING ALL CIRCUMSTANCES I AGREE WITH YOU IT IS WISE TO SETTLE PORTER SUITS ON BASIS OF TWENTY FIVE PERCENT WITH MAXIMUM PAYMENT THREE HUNDRED STOP RECENT CORRESPONDENCE RAISES DOUBT WHETHER MR LONG NOW REPRESENTS ALL CLAIMANTS STOP SUGGEST YOU OBTAIN DEFINITE ADVICE CONCERNING THIS FROM HILL AND ADAMS ATLANTA

JAMES F WRIGHT

225P

New Interior Building,
Franklin 7100, Branch 47.
OCT 14 1921

164

115-2

October 14, 1921.

Train porter suits.

Dear Sir:

I am just in receipt of your wire approving settlement of the colored porter claims represented by Mr. Long. I have already written you calling your attention to seven of Long's clients who have brought suit through Hill & Adams at Richmond. Whether any other of his clients have deserted him I do not know.

It seems to me the matter can be taken care of by requiring the claimant to sign a release personally before a proper witness, thus insuring approval on his part of the settlement.

I have had no relations with Hill & Adams, and I am therefore of the opinion that the matter of adjusting claims represented by them should be handled by you. I am writing Mr. Long accepting his offer and advising him to handle details of settlement with you. I suggest that you furnish or approve form of release and desire that you give Mr. Long correct amounts after rechecking, as suggested in my letter of this date, and when he brings the releases properly executed have voucher ready for delivery to him.

Mr. Long showed me some correspondence with Hill & Adams indicating they have been trying to undermine him, and also indicating

professional disregard of the rights of other members of the profession.

Very truly yours,

AAM:MW

General Solicitor.

Mr. James F. Wright, General Solicitor,
Seaboard Air Line Railway Company,
Norfolk, Va.

October 14, 1921.
115-2

Train porter suits; back time
under General Order 27, Supple-
ment No. 12.

Dear Sir:

I have your favor of the 13th inst., with copy of letter of Hill & Adams, and your reply thereto. I fully agree with you that we should voluntarily furnish any documents or records to which claimant would be entitled on issuing a subpoena.

With regard to adjustment of this class of claims, I wired you this morning to the effect that the claims represented by Mr. Long can be settled for 25%, with $300 as a maximum, the loss of wages to cover only the time between the date Supplement No. 12 was to become effective and the time notice was given to the effect that porters should not be permitted to perform brakeman's duties. Mr. Long understands this notice was given by the Seaboard Air Line on October 14, 1919, so that the time to be covered would begin with June 1, 1918 and end with October 15, 1919. This would materially reduce the amount of each claim as compared with the figures contained in your statement furnished with your letter of October 11. It is our judgment that the settlement of these claims on this basis will be an advantage to the Railroad Administration, and if you approve, we will authorize such settlement. We do not desire, however, to make a settlement of these claims if same will be embarrassing to your company.

The $300 limitation does not effect very many of the claims, but there are some which will be very materially reduced by obtaining such amount as a maximum. In the event you approve of adjustment, I have advised Mr. Long, who spent yesterday afternoon with me going over these matters, that the accounts would have to be rechecked by you, and that you would issue vouchers on the trustee fund in your hands in each case upon furnishing release by the claimant satisfactory to you. I also advised him that for the purpose of protecting him in the collection of his fee, you would deliver the vouchers to him direct upon surrendering release properly executed, and on doing such other things as you may require for the adjustment of the claims.

We have had no relations with Hill & Adams, who, I understand, have brought suits for seven of the parties Mr. Long claims to represent. Such parties are: Adam Bias, Will Byrd, Chas. Champion, Willis Crump, Jim Mason, Caleb Magnis, John Taylor. We will, of course, be willing to adjust claims represented by Hill & Adams on the same basis.

I informed Mr. Long that the claim of Oliver Crump must be excluded, as we have an adjudication to the effect that he is not entitled to recover anything on his claim. Mr. Long advised that the time for appeal in the Crump case has expired so that the judgment has become final. If you approve of the settlement proposed with Mr. Long's clients, you are authorized to make the same settlement with those represented by Hill & Adams; also claims of any other parties who may not have employed an attorney, or who present claims and you are of opinion that adjustment should be made.

Respectfully yours,

General Solicitor.

AAM:MW

Mr. James F. Wright, General Solicitor,
Seaboard Air Line Railway Co.,
Norfolk, Va.

SEABOARD AIR LINE RAILWAY COMPANY

LAW DEPARTMENT

JAMES F. WRIGHT,
GENERAL SOLICITOR
SMITH R. BRITTINGHAM,
LEAVEN B. PLUMMER,
SOLICITORS.

Norfolk, Va., October 13, 1921.d

54919-F

115-2

DIVISION OF
OCT 14 1921

Train porters suits - Back time under G. O. 27, Sup. No. 12.

Mr. A. A. McLaughlin, General Solicitor,
United States Railroad Administration,
Washington, D. C.

Dear Sir:-

In connection with my letter to you of October 11th, I enclose herewith a copy of a letter of the same date received from Messrs. Hill & Adams and my reply thereto. I deemed it advisable to agree to the voluntary production of such evidence as they might require us to furnish for the reason that if this stipulation had not been made the plaintiffs' Attorneys would probably have issued subpoenas demanding more complete information than was actually required for their purpose. If the production of evidence can be handled through stipulation we can, I believe, in the event the cases are tried, confine the documentary evidence to be furnished by us to that which is actually necessary, thus avoiding useless labor and expense.

I am hoping to hear from you within the next few days with reference to your decision relative to the settlement of all of these claims.

Yours very truly,

James F. Wright

General Solicitor.

C O P Y

HILL & ADAMS

Attorneys

501-502 Atlanta Trust Co. Bldg.,

Atlanta, Ga., Oct. 11, 1921.

Mr. James F. Wright, Gen. Solicitor,
Norfolk, Virginia.

Dear Sir:

We acknowledge your letter of October 7th, and wire of the 10th instant both of which were received after our message to you.

We note that you are expediting this investigation. In the meantime, we are apprised of the fact that some of these cases will be on the Court Calendar for trial about the 7th of November. Therefore, unless you are willing to waive the necessary preparation that we are obliged to make for issuing these cases, that is, notices to produce certain records, and other evidence which requires statutory notice, we will be obliged to prepare these papers and make legal service.

You can readily understand why it is important that we should know whether the Administration will meet us in an adjustment of these cases or whether they will have to be tried. We trust that you will be able to advise us on receipt of this letter what we may expect.

Thanking you again, we are

Very truly yours,

Hill & Adams

ERH/BP

C O P Y

Norfolk, Va., October 13, 1921.d

54919-F

Train porters suits - Back time under G. O. 27,
Sup. No. 12.

Messrs. Hill & Adams,
Attorneys At Law,
501-502 Atlanta Trust Company Building,
Atlanta, Georgia.

Gentlemen:-

I have your letter of October 11th. I am confident that it is not the wish of the Administration to prejudice your preparation of these suits by delaying unduly the service of statutory notice for the production of evidence. Consequently the Administration will be willing to furnish voluntarily such documentary evidence as you would be entitled to require it to produce under the statutes of the various states in which the suits have been filed.

I hope to be able to advise you definitely within a week the Administration's decision with respect to the settlements.

Yours very truly,

General Solicitor.

Form G-84

TELEGRAM

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SENT FROM: October 14, 1921.

George B. Elliott, General Counsel,
Atlantic Coast Line Railroad Co.,
Wilmington, N. C.

Can settle colored porter claims for twenty-five percent with three hundred as a maximum based on our figures to date orders issued forbidding porters to perform brakemens duties If you approve will accept offer. Details of settlement to be handled by you We think this a favorable disposition of claims

A. A. McLaughlin

OFFICIAL BUSINESS.
GOVERNMENT RATES.
CHARGE DIRECTOR GENERAL OF RAILROADS. DIVISION LAW

2—0676

Form G-84

TELEGRAM

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SENT FROM: October 14, 1921.

Jas. F. Wright, General Solicitor,
Seaboard Air Line RR Co.,
Norfolk, Virginia.

Mr. Long will settle colored porter claims for twenty-five percent with three hundred as maximum based on our figures to date orders issued forbidding porters to perform brakemens duties which date he states is October fourteen nineteen nineteen If you approve will accept offer Details of settlement to be handled by you We think this a favorable disposition of claims

A. A. McLaughlin.

OFFICIAL BUSINESS.
GOVERNMENT RATES.
CHARGE DIRECTOR GENERAL OF RAILROADS. DIVISION LAW

2—6676

SEABOARD AIR LINE RAILWAY COMPANY

LAW DEPARTMENT

115-2

JAMES F. WRIGHT,
GENERAL SOLICITOR
SMITH R. BRITTINGHAM,
LEAVEN B. PLUMMER,
SOLICITORS.

Norfolk, Va., October 11, 1921.

54919-F

Train porters suits - Back time under G. O. 27, Sup. No. 12.

Mr. A. A. McLaughlin, General Solicitor,
United States Railroad Administration,
Washington, D. C.

Dear Sir:-

Supplementing my letter of October 8th, I enclose herewith a statement showing the earnings of train porters from June 1, 1918, to March 1, 1920, on the various Seaboard divisions, based upon the amount actually paid, the amounts which would have been earned had the men been classified as brakemen under Supplement #12 and the difference between these two amounts. The total which would be due these men is $85,372.90. These statements are approximately correct, but it is desired that if they are to be used as a basis for settlement each account be again checked by an auditor.

Messrs. Hill & Adams have been pressing me for action on the claims of the various men represented by them and have been filing suits in various jurisdictions. It is important, therefore, that if it is determined to settle these suits your decision be communicated to me at the earliest possible date so that the expense of filing pleadings may be avoided. I should be greatly obliged, therefore, if you will let me hear from you some time during the latter part of this week as I fear that some of the pending suits will be pressed for trial very shortly.

Yours very truly,

James F. Wright

General Solicitor.

FORM 8

SEABOARD AIR LINE RAILWAY COMPANY

Statement: Earnings of Train Porters as taken from Payrolls for period beginning June 1st. 1918 to March 1st. 1920, in comparison with the earnings had they been paid and classified as Trainmen under Supplement No. 12.

VIRGINIA DIVISION

Name	Amount Paid	Earnings under Supplement #12	Difference	
Alston, John Lee	$ 299.26	$ 543.35	$ 244.09	61.02
Bates, Henry	1462.56	2771.69	1309.13	327.28
Bias, Adam	1469.22	3239.18	1769.96	442.24
Boone, Wade	563.83	1473.25	909.42	227.36
Byrd, Will	657.97	1636.70	978.73	244.68
Champion, Chas	420.32	1266.56	846.24	211.56
Crump, Willis	571.66	1661.90	1090.24	272.56
Fair, B. S.	99.75	256.16	156.41	39.10
Gaffney, Will	108.88	309.40	200.52	50.13
Higgs, Tom	165.73	537.78	372.05	93.01
Jerman, J. H.	398.58	1115.36	716.78	179.19
Jeffree Mathew	1366.26	2302.21	935.95	233.98
Jones, Will	1070.49	2027.52	957.03	239.25
Mason, C.	57.49	182.75	125.26	31.31
Mason, Jim	593.97	1554.42	960.45	240.11
Mosley Walter	265.74	843.47	577.73	144.43
Magnis Caleb	75.57	191.80	116.23	29.05
Rowell, Cales	345.29	858.92	513.63	128.40
Rogers, Joe	1667.93	4086.02	2418.09	604.52
Taylor, John	347.17	1010.64	663.47	185.86
Total	$ 12007.67	$ 27869.08	$ 15861.41	

Office of Division Auditor
Raleigh, N. C. Sept. 29th, 1921.

Vadin

FORM 9

SEABOARD AIR LINE RAILWAY COMPANY

Amounts paid Train Porters June 1st, 1918 to March 1st, 1920
and amounts which they should have received under Supplement #12 -

NORTH CAROLINA DIVISION

NAME	AMOUNT PAID	AMT. DUE UNDER SUPPLEMENT #12	DIFFERENCE	
Wade Boone	$ 510.95	$ 1,283.89	$ 772.94	193.23
Will Byrd	583.04	1,452.81	869.77	217.44
Walter Bess	783.42	1,713.05	929.63	232.40
Geo. Speed	491.25	1,028.73	537.48	134.37
Oscar Bailey	622.39	1,334.82	712.43	178.10
Willis Crump	690.53	1,926.51	1,235.98	308.99
Charles Champion	488.93	1,440.07	951.14	237.78
Oliver Crump	616.50	1,841.92	1,225.42	306.35
Sam Coker	98.70	251.01	152.31	38.08
Peter Holmes	1,251.11	2,221.67	970.56	242.64
J. H. Jerman	469.74	1,343.30	873.56	218.39
Frank Jones	1,145.86	2,094.56	948.~~80~~70	237.17
Elliott King	725.36	1,540.65	815.29	203.82
Geo. Lindsay	773.36	1,628.24	854.88	213.72
Jno. Moore	54.56	145.88	91.32	22.83
Jim Mason	548.02	1,285.49	737.47	184.36
Jim Robinson	1,227.82	2,157.17	929.35	232.43
Bracy Fair	123.65	330.88	207.23	51.80
Colea Rowell	303.28	840.16	536.88	144.22
John Thomas	627.76	1,409.58	781.82	195.45
Geo. Froneberger	99.07	214.91	115.84	28.96
Geo. Mason	1.70	4.55	2.85	.71
Thos. Strange	27.20	72.79	45.59	11.39
Geo. Harrell	4.79	10.85	6.06	1.51
C. Mason	72.59	188.46	115.87	28.96
Walter Moseley	348.48	1,045.91	697.43	174.35
Grover Harrell	24.06	48.40	24.34	6.08
Clinton Kellog	18.29	30.65	12.36	3.09
Thos. Higgs	213.68	660.65	446.97	111.74
Jas. Cook	26.58	49.04	22.46	5.61
Elvas Thomas	542.97	1,043.43	500.46	125.11
Sam Bowden	69.15	139.88	70.73	17.68
Adam Bias	3.40	10.85	7.45	1.86
Coleman Cobb	18.51	57.36	38.85	9.71
Richard Kellog	106.00	175.64	69.64	17.41
Will Kellogg	13.10	26.15	13.05	3.26
Jno. Young	33.55	88.85	55.30	13.82
Geo. Macon	460.47	1,080.09	619.62	154.90
Will McLaughlin	15.05	23.14	8.09	2.02
Julius Robinson	29.89	67.75	37.86	9.46
Will Gaffney	139.22	395.11	256.89	64.22
Robt. Kellogg	5.88	15.96	10.08	2.51
Sam Hicklin	126.97	219.00	92.03	23.00
Wm. Jones	59.09	147.80	88.71	22.17
Jno. Rudisill	30.46	66.46	36.00	9.00
Luther Perkins	37.29	65.73	28.44	7.11
Ed. Briggs	66.90	155.34	88.44	22.11
Geo. Houston	39.47	105.31	65.84	16.46
Jas. Clark	10.27	19.95	9.68	2.42
C. Magness	425.01	913.18	488.17	122.04
Hilliard Adams	132.00	276.69	144.69	36.17

ne

FORM 9

SEABOARD AIR LINE RAILWAY COMPANY

Amounts paid Train Porters June 1st, 1918 to March 1st, 1920
and amounts which they should have received under Supplement #12 -

NAME	AMOUNT PAID	AMT. DUE UNDER SUPPLEMENT #12	DIFFERENCE
Colon Douglass	$ 17.00	$ 45.50	$ 28.50 7.12
Will Carelock	26.71	56.21	29.50 7.37
Henry Simons	28.25	56.86	~~31.36~~ 28.61 7.15
Joe ~~Crawford~~	90.00	187.65	97.65 24.41
Jno. Taylor	416.73	1,068.66	651.93 162.98
~~Griff Black~~	126.09	181.88	55.79 13.94
	16,042.10	36,288.03	20,245.93

Office of Division Auditor,
Hamlet, N.C. Sept. 26, 1921.

SEABOARD AIR LINE RAILWAY COMPANY

Statement: Earnings of Train Porters as taken from Payrolls for period beginning June 1st.,1918 to March 1st,1920, in comparison with the earnings had they been paid and classified as trainmen under Supplement No. 12.

GEORGIA DIVISION

Name	Amount Paid	Earnings under Supplement #12.	Difference

Train Porters on Georgia Division paid back time on basis of trainmen rates in settlement by suit.

SEABOARD AIR LINE RAILWAY COMPANY

Statement: Earnings of Train Porters as taken from Payrolls for period beginning June 1st,1918 to March 1st,1920, in comparison with the earnings had they been paid and classified as Trainmen under Supplement No. 12.

EAST CAROLINA DIVISION

Name	Amount Paid	Earnings under Supplement #12.	Difference
Deck Williams	717.74	1,549,33	831.59 ✓07.89
Will Gaffney	806.41	1,786.63	980.22 245.05
J.G.Willimson	1,160.29	2,424.65	1,264.36 316.09
Geo.DeWitt	Paid under Supt. 12.		
Will Johnson			
Ben Sanders	128.19	311.38	183.19 45.79
John Williams	68.27	133.83	65.56 16.39
B.T.Calhoun	73.97	147.84	73.87 18.46
Total	2,954.87	6,353.66	3,398.79

OFFICE OF AUDITOR DISBURSEMENTS,
PORTSMOUTH, VA., OCTOBER 10, 1921.

SEABOARD AIR LINE RAILWAY COMPANY

Statement: Earnings of Train Porters as Taken from Payrolls for period beginning June 1st,1918 to March 1st,1920, in comparison with the earnings had they been paid and classified as Trainmen under Supplement No. 12.

SOUTH CAROLINA DIVISION

Name	Amount Paid	Earnings under Supplement #12	Difference	
Henry Bland	1,298.11	2,589.27	1,291.16	3 ✓ 1.79
Mack Brown	1,241.79	2,797.05	1,555.26	388.81
Bob Davis	789.69	2,184.33	1,385.64	346.66
Peter French	1,290.15	2,627.02	1,336.87	334.21
Will Wilder	356.01	776.40	420.39	105.09
Albert Hall	1,294.55	2,988.74	1,694.18	423.56
Chas. Hollimon	281.84	643.46	361.62	90.40
Will Harris	6.00	16.14	10.14	2.53
Robt. Williams	736.77	1.499.90	763.13	190.78
Frank Hill	1,279.69	3,168.94	1,941.25	485.31
Henry Hook	371.76	805.04	433.28	108.32
Ben Johnson	1,076.81	2,121.96	1,045.15	261.28
Will Johnson	.55	1.03	.48	.12
J. Jones	141.66	321.51	179.85	44.96
Geo. Lynn	631.96	1,417.68	785.72	196.43
Jno. Marks	598.59	1,400.04	801.45	200.36
Robt. Moore	1,061.09	2,350.99	1,289.90	322.47
John Rud	1,091.48	2,459.44	1,367.96	391.99
John Rud	696.24	1,822.21	1,125.97	281.49
Sam Robinson	364.08	609.30	245.22	61.30
John Scott	179.63	342.72	163.09	40.77
Jeff Small	247.84	532.85	285.01	71.25
Dennis Smith	663.21	1,390.73	727.52	181.88
D.M. Stivender	924.94	1,953.57	1,028.63	257.15
Jessie Walker	327.40	685.46	358.06	89.51
Wesley Walker	334.57	782.09	447.52	111.88
Ben Washington	1,141.83	2,957.94	1,816.11	454.02
Rich Wilson	1,306.56	2,970.03	1,663.47	415.86
Total	19,691.81	44,215.84	24,524.03	

SEABOARD AIR LINE RAILWAY COMPANY

Statement: Earnings of Train Porters as taken from Payrolls for period beginning June 1st,1918 to March 1st,1920, in comparison with the earnings had they been paid and classified as Trainmen under Supplement No. 12.

ALABAMA DIVISION

Name	Amount Paid	Earnings under Supplement #12	Difference	
Norman Cole	398.19	757.83	359.64	89.91
Dave Dixon	914.29	2,069.23	1,154.94	288.73
Rich Farris	989.13	2,200.23	1,211.10	302.77
Joe Fuller	257.64	450.23	192.59	48.14
Wylwy Lyas	779.15	1,321.78	542.63	135.65
Lucus Minyard	825.64	1,538.84	713.20	178.30
Major Randall	57.48	89.52	32.04	8.01
Bussey Rogers	72.26	125.17	52.91	13.22
Frank White	1,020.47	2,289.21	1,268.74	317.18
Walter Higgins	908.78	2,058.34	1,149.56	287.39
Totals	6.223.03	12,900.38	6,677.35	

Form 836

SEABOARD AIR LINE RAILWAY COMPANY

Statement showing amounts paid Train Porters June 1st 1918 to March 1st, 1920, and amounts they would have earned had they been clasified and paid as Trainmen under Supplement #12.

FLORIDA DIVISION

	Amount Paid	As Sup. #12.	Difference	
Sam Boman	$1641.87	$3325.15	$1683.28	420.81
Joe Brown	1278.12	2529.89	1251.77	312.94
Will Chapman	938.44	1798.73	860.29	215.07
Lee Davis	1285.72	2619.74	1334.02	333.50
Henry Lee	1170.01	2276.77	1106.76	276.69
Sam Oliver	1131.88	2839.22	1707.34	426.83
John Ringer	1088.61	2738.77	1650.16	412.54
Warren Sanders	613.02	1085.37	472.35	118.08
John Summerlin	411.29	791.32	380.03	95.00
Tom Taylor	922.96	1722.52	799.56	199.89
John Taylor	915.85	1821.03	905.18	226.29
Burt Williams	1227.43	2434.00	1206.57	301.64
Arthur Watson	933.41	2000.52	1067.11	266.77
T. Whitehead	380.53	621.50	240.97	60.24
TOTALS	$13,939.14	$28,604.53	$14,665.39	

Flw

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nlte
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nlte
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT

115-2

New Interior Building,
Franklin 7100, Branch 47.

C15W KQ 9

H

RICHMOND VA 1057A OCT 13 1921

A AM MCLAUGHLIN

64

US RR ADMINISTRATION 18 AND PENN AVENUE NORTHWEST
WASHINGGON DC

YOUR WIRE YESTERDAY DUE WASHINGTON TWO THIRTY FIVE TODAY

JOHN L LONG

1116A

Form G-84

TELEGRAM

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

115-2

SENT FROM:

October 12, 1921.

John L. Long, Attorney,
Mutual Building,
Richmond, Va.

Can confer with you concerning colored porter cases tomorrow afternoon.

A. A. McLaughlin.

LAW

OFFICIAL BUSINESS.
GOVERNMENT RATES.
CHARGE DIRECTOR GENERAL OF RAILROADS. DIVISION ----------

2—2576

[redacted]

OFFICE OF VICE-PRESIDENT AND GENERAL COUNSEL 115-2

GEORGE B. ELLIOTT,
VICE-PRESIDENT
AND GENERAL COUNSEL.

WILMINGTON, N.C. October 10, 1921. en

Claim of colored porters for alleged back pay.

Mr. A. A. McLaughlin, General Solicitor,
United States Railroad Administration,
Washington, D.C..

OCT 12 1921

Dear Sir:-

Your letter of October 7:

I have just, this morning, received, and I now enclose to you, compilation of statistics requested in your letter of July 27, together with copy of letter from General Manager Albright transmitting the same.

Yours very truly,

Geo. B. Elliott

Vice President and General Counsel.

Wilmington,N.C., October 8th,1921 -fbt

Mr. Geo. B. Elliott,

Vice-President and General Counsel.

Dear Sir:-

In compliance with request made by Mr. A. A. McLaughlin, General Solicitor, United States Railroad Administration, dated August 11, 1921, I enclose you statements showing in detail for each man and for each monthly period the amount of money which would have accrued to train porters on the Atlantic Coast Line Railroad had they been paid at brakemen's rates under Supplement No.12 for the period from June 1, 1918, up to the time when positive instructions were issued as suggested by the Regional Director, that they must not be required to perform any of the duties enumerated in Supplement No.12. These instructions were issued in May 1919 on one general division, and in July 1919 on the other two general divisions.

The total amount due according to these statements if $80,222.41, and settlement on 25% basis will mean, therefore, a payment of approximately $20,000. The estimate which I gave you previously of $26,000 was based upon payment for a longer period than is covered by these statements, because it followed the Frank Goodwin claim in which back pay was asked for even beyond the date instructions were given for train porters to discontinue performing any of the work of a brakeman, and in fact covered the entire remaining period of Federal control up to March 1, 1920.

You will remember the recent file in this case was referred to Mr. McIlwaine, and in view of his reply I don's know that it is necessary for me to say anything more in connection with this case so far as making a compromise settlement with Attorney Long is concerned.

Yours very truly,

(S) P.R.ALBRIGHT.

General Manager.

COPY

TRAIN PORTERS

Name	Month	Assignment	Paid	Would have been paid under Supplement 12 -	Difference	
David Adams	June 1918	55-30-43 54 -62-53	77.44	165.81		
	July "	"	100.96	185.89		
	Aug. "	" 89-80	101.83	190.69		
	Sept. "	" "	94.70	172.41		
	Oct. "	" "	93.69	170.16		
	Nov. "	" "	99.96	181.90		
	Dec. "	"	115.10	208.75		
	Jan. 1919	"	119.42	232.50		
	Feb. "	"	114.09	210.00		
	Mar. "	" 85-82 83-86	112.50	210.33		
	April "	" "	104.09	205.83		
	May "	"	113.09	226.25		
	June "	"	75.39	148.47		
	July 1st to 15th	"	55.26	110.31		
			1377.54	2619.30	1241.76	310.44
D. F. Walker	June 1918	62-52-63-85 55-30-54-82	91.84	168.13		
	July "	"	103.74	191.11		
	Aug. "	" 33-34 79-78	98.81	181.43		
	Sept. "	"	104.74	189.27		
	Oct. "	"	40.67	74.93		
	Nov. "	" 82 -85	95.70	175.10		
	Dec. "	"	112.85	204.47		
	Jan. 1919	"	122.20	238.00		
	Feb. "	"	109.66	202.00		
	Mar. "	"	116.39	226.00		
	April "	"	105.13	208.50		
	May "	"	65.65	131.50		
	June "	"	110.56	218.84		
	July 1st to 15th	"	55.26	112.19		
			1333.18	2524.47	1191.29	397.82
J. H. Grimes	Oct. 1918	80	3.13	6.53		
P. L. Edwards	Oct. 1918	62-63-85- 53-50-82	29.98	57.54		
	April 1919	83-86	9.69	23.73		
	May "	"	67.83	166.20		
	June "	"	22.61	55.28		
			130.11	302.85	172.74	43.18
Sam Hicklin	June 1918	62-63-50-53	6.58	11.85	5.27	1.31
Arthur Hill	June 1918	43-54-63-62 85-82-89-80	72.18	147.91	75.73	18.93
	July "	85-82-89-80	65.73	137.21		
	Aug. "	" "	62.60	130.68		
	Sept. "	" "	67.83	137.21		
	Oct. "	" "	50.08	104.54		
	Nov. "	" "	38.76	78.41		
	Dec. "	" "	62.60	130.68		
	Jan. 1919	" "	68.86	174.10		
	Feb. "	" "	58.82	134.52		
	Mar. "	" "	56.34	142.44		
	April "	" "	67.83	166.17		
	May "	" "	65.73	166.17		
	June "	" "	64.60	158.37		
	July 1st to 15th	" "	31.30	79.14		
			[illegible]	1687.45	1054	

					Difference	
S. Battle	Nov. 1918	33-34-78-79	38.93	64.59		
	Dec. "	" "	52.82	84.26		
	Jan. 1919	" "	84.31	161.06		
	Feb. "	" "	62.33	125.38		
	Mar. "	" "	98.29	187.77		
	April "	" "	54.64	121.40		
			391.32	745.36	354.04	88.66
Sam Jones	June 1918	85-82-89-80	54.53	124.14		
	July "	" "	58.38	137.21		
	Aug. "	" "	59.47	124.14		
	Sept. "	" "	58.14	117.61		
	Oct. "	" "	65.73	137.21		
	Nov. "	" "	67.83	137.21		
	Dec. "	" "	62.60	130.68		
	Jan. 1919	" "	62.60	158.27		
	Feb. "	" "	69.20	158.27		
	Mar. "	" "	62.60	158.27		
	April "	" "	64.60	158.27		
	May "	" "	53.21	134.54		
	June "	" "	67.83	144.20		
	July 1st to 15th	" "	38.42	72.21		
			855.14	1915.39	1078.09	269.52
Horace Brailey	June 1918	85-82-89-80	60.37	137.21		
	July "	" "	55.80	130.68		
	Aug. "	" "	56.34	117.61		
	Sept. "	" "	61.37	124.14		
	Oct. "	" "	62.60	130.68		
	Nov. "	" "	41.99	84.94		
	Dec. "	" "	65.73	137.21		
	Jan. 1919	" "	65.73	144.20		
	Feb. "	" "	62.28	142.44		
	Mar. "	" "	53.21	134.52		
	April "	" "	64.60	158.27		
	May "	" "	50.55	126.62		
	June "	" "	61.37	150.37		
	July 1st to 15th	" "	8.34	19.15		
			769.98	1760.04	990.06	247.51
Major Wilson	Oct. 1918	85-86 33-34-78-79	54.69	97.77		
	Nov. "	" "	1.38	3.79		
			56.07	101.56	45.49	11.32
Lonnie Eady	Aug. 1918	89 and 89 (Improvised) Rocky Mt. to Selma	6.25	11.81	5.56	1.31
	Oct. "	" "	10.40	18.95		
	Nov. "	" "	8.81	15.16		
	Dec. "	" "	18.76	34.11		
	Jan 1919	" "	15.63	32.08		
	Feb. "	" "	4.86	12.12		
	June "	" "	8.62	20.00		
	July 1st to 15th	" "	2.08	4.00		
			77.21	147.95	70.74	17.68
Levi Battle	Dec. 1918	33-34-78 93-94-79	3.13	6.02		
	Jan. 1919	" "	2.08	4.79		
	Feb. "	" "	18.26	36.96		
			23.47	47.74	24.27	6.06

Jim Flowers	June 1918	89-83-86	57.40	130.68	Difference	
	July "	"	55.60	130.68		
	Aug. "	"	62.60	130.68		
	Sept. "	"	61.37	124.14		
	Oct. "	"	65.73	137.21		
	Nov. "	"	64.60	130.67		
	Dec. "	"	62.60	130.68		
	Jan. 1919	"	59.47	150.34		
	Feb. "	"	65.74	150.37		
	Mar. "	"	62.60	158.27		
	April "	"	74.29	189.92		
	May "	"	65.73	166.17		
	June "	"	64.60	158.27		
	July 1st to 15th	"	31.30	79.14		
			853.63	1967.22	1113.59	278.39
Frank Goodwin	June 1918	85-82-89-80	60.27	137.21		
	July "	" "	58.38	137.21		
	Aug. "	" "	62.60	130.68		
	Sept. "	" "	64.60	130.68		
	Oct. "	" "	65.73	137.21		
	Nov. "	" "	51.68	104.54		
	Dec. "	" "	65.73	137.21		
	Jan. 1919	" "	65.73	166.17		
	Feb. "	" "	48.69	110.79		
	Mar. "	" "	65.73	166.20		
	April "	" "	67.83	166.17		
	May "	" "	65.73	166.17		
	June "	" "	55.16	134.52		
	July 1st to 15th	" "	12.52	51.65		
			810.38	1856.41	1046.03	261.2
J. R. Marshall	June 1918	83 - 86	51.66	117.61		
	July "	"	58.38	137.21		
	Aug. "	"	65.73	137.21		
	Sept. "	"	64.60	130.68		
	Oct. "	"	9.39	19.60		
	Nov. "	"	61.37	124.14		
	Dec. "	"	59.47	124.14		
	Jan. 1919	89 - 80	59.47	150.37		
	Feb. "	"	48.44	110.79		
	Mar. "	"	71.99	182.00		
	April "	"	55.99	138.54		
			606.49	1372.29	765.80	191.45
Daniel Melvin	July 1918	89-80-82-85	4.17	9.37		
	Sept. "	" "	45.22	91.47		
	Oct. "	93 - 94	11.47	23.61		
			60.86	124.45	63.59	15.89
Geo. Nagon	June 1918	83 - 86	57.40	130.68		
	July "	"	58.38	137.21		
	Aug. "	"	62.60	130.68		
	Sept. "	"	64.60	130.68		
	Oct. "	"	40.69	84.94		
	Nov. "	"	64.60	130.68		
	Dec. "	"	65.73	137.21		
	Jan. 1919	89 - 80	62.60	158.27		
	Feb. "	"	65.74	150.34		
	Mar. "	"	71.99	182.00		
	April "	"	40.38	94.94		
	May "	"	62.60	158.27		
	June "	"	64.60	158.27		
	July 1st to 15th	"	31.30	79.14		
			813.21	1863.31	1050.10	262.5

					Difference	
A. Norwood	June 1918	93 - 94	64.60	120.42		
	July "	"	64.60	124.43		
	Aug. "	"	63.59	122.43		
	Sept. "	"	64.60	120.42		
	Oct. "	"	58.38	112.39		
	Nov. "	"	59.22	110.38		
	Dec. "	"	50.04	96.34		
	Jan. 1919	"	62.54	143.64		
	Feb. "	"	12.68	27.94		
			500.25	978.39	478.14	119.53
Ben Ferguson	Sept. 1918	86	2.15	6.53	4.38	1.09
Turner Smith	June 1918	33-34-78-79	69.18	124.56		
	July "	" "	24.99	48.70		
			94.17	173.26	79.09	19.77
J. A. Ryals	June 1918	85-82-89-80	51.66	117.61		
	July "	" "	61.16	136.07		
	Aug. "	" "	40.69	84.94		
	Sept. "	" "	9.69	19.60		
	Oct. "	" "	59.47	124.14		
	Nov. "	" "	64.60	130.68		
	Dec. "	" "	62.60	130.68		
	Jan. 1919	" "	34.43	87.04		
	Feb. "	" "	41.52	94.96		
	Mar. "	" "	65.73	164.20		
	April "	" "	54.91	134.52		
	May "	" "	65.73	166.17		
	June "	" "	61.37	150.37		
	July 1st to 15th	" "	31.50	79.14		
			704.86	1622.12	917.26	229.31
Dave Smith	June 1918	85-82-89-80	54.53	124.14		
	July "	" "	58.38	137.21		
	Aug. "	" "	65.73	137.21		
	Sept. "	" "	54.91	111.07		
	Oct. "	" "	66.77	138.26		
	Nov. "	" "	67.83	137.21		
	Dec. "	" "	65.73	137.21		
	Jan. 1919	" "	62.60	158.27		
	Feb. "	" "	65.74	150.37		
	Mar. "	" "	65.73	164.17		
	April "	" "	61.37	150.37		
	May "	" "	65.73	166.17		
	June "	" "	45.47	110.79		
	July 1st to 15th	" "	31.55	79.14		
			832.07	1903.59	1071.52	267.88
Eddy Creech	Oct. 1918	89 (Improvised)	2.08	3.79	1.71	.42
Lonnie Armstrong	Oct. 1918	93-94-34-33-78-79	10.05	19.91		
	Nov. "	" "	21.56	38.27		
	Dec. "	" "	14.06	24.44		
			45.67	82.62	36.95	9.23
John Crenshaw	Feb. 1919	33-34-78-79	3.70	5.72		
	Mar. "	" "	3.30	4.42		
			7.00	10.14	3.14	7.8

					Difference	
Jones Stith	June 1918	33-34-78-79	73.64	142.00		
	July "	"	75.05	151.81		
	Aug. "	"	73.23	132.09		
	Sept. "	"	79.75	135.42		
	Oct. "	"	73.79	123.23		
	Nov. "	"	74.99	127.91		
	Dec. "	"	87.62	147.60		
	Jan. 1919	"	79.55	159.12		
	Feb. "	"	77.66	158.62		
	Mar. "	"	88.14	174.03		
	April "	"	58.78	123.67		
	May "	"	80.38	179.44		
	June "	"	76.69	166.34		
	July 1st to 15th	"	19.86	39.65		
			1024.13	1960.93	936.80	234.20
Ben Scarboro	June 1918	33-34-78-79	81. 28	146.05		
	July "	"	79.27	159.21		
	Aug. "	"	85.88	151.71		
	Sept. "	"	90.51	151.72		
	Oct. "	"	64.26	104.91		
	Nov. "	"	32.64	54.30		
			433.84	767.91	334.07	83.51
		93-94				
Jno. Carmichael	Feb. 1919	33-34-78-79	11.53	23.94		
	April "	"	22.94	48.13		
			34.47	72.07	37.60	9.40
Limas Wilson	July 1918	33-34-78-79	2.16	3.70		
	Aug. "	"	90.08	156.61		
	Sept. "	"	88.30	147.00		
	Oct. "	"	88.00	139.94		
	Nov. "	"	89.44	150.29		
	Dec. "	"	40.40	73.09		
		93-94				
	Jan. 1919	85-82-89-80	28.17	71.25		
	Feb. "	"	79.58	140.78		
	Mar. "	"	67.91	148.43		
	April "	"	41.67	94.71		
	May "	"	84.37	187.77		
	June "	"	79.93	172.36		
	July 1st to 15th	"	51.29	91.92		
			831.30	1578.03	746.73	186.68
Offie Spearman	June 1918	33-34-78-79	11.65	24.27		
	July "	"	46.06	91.74		
	Dec. "	"	91.43	186.52		
	Jan. 1919	"	95.96	188.27		
	Feb. "	"	72.82	148.12		
	Mar. "	"	91.18	192.85		
	April "	"	67.07	143.20		
	May "	"	84.19	187.27		
	June 1919	"	40.92	88.14		
	July 1st to 15th	"	32.66	59.48		
			633.94	1269.86	635.92	158.98
Warren Montgomery						
	May 1919	89 -80	13.91	30.80		
	June "	55-53-43-30	41.99	102.89		
		52-54				
	July 1st to 15th	"	31.55	79.13		
			87.45	212.82	125.37	31.34
W.W.Sellers	June 1919	85-82	6.46	15.83	9.37	2.34
Julius Johnson	July 1st to 15th	33-34-78-79	20.91	47.58	26.67	6.66

A. Lee No.1	April 1919	93-94	58.39	129.28	difference	
	May "	"	58.37	139.06		
	June "	"	60.29	224.00		
	July 1st to 15th	"	32.03	121.50		
			209.08	613.64	404.76	101.19
Callie Robertson		93-94				
	April 1919	33-34-78-79	17.29	37.65		
	May "	"	6.25	14.36		
	June "	"	9.49	27.69		
	July 1st to 15th	"	5.21	12.48		
			38.24	92.18	53.94	13.48
N. W. Sellers	June 1919	33-34-78-79	38.76	83.72		
	July 1st to 15th	"	29.99	71.54		
			68.75	155.26	86.51	21.62
Wilson Brown	July 1918	91-90-41-42	12.06	26.27		
	Aug. "	"	6.67	14.14		
			18.73	40.41	21.68	5.42
Chas. Dudley	June 1918	91-90-41-42	70.06	121.97		
	July "	"	64.86	122.96		
	Aug. "	"	64.60	119.57		
	Sept. "	"	72.00	123.18		
	Oct. "	"	67.60	116.09		
	Nov. "	"	69.69	114.70		
	Dec. "	"	72.28	124.66		
	Jan. 1919	"	71.82	145.85		
	Feb. "	"	65.01	135.61		
	Mar. "	"	73.40	135.83		
	April "	"	72.90	143.96		
	May "	"	71.28	141.85		
	June "	"	74.59	133.93		
	July 1st to 15th	"	36.86	74.05		
			946.95	1756.21	809.26	202.3
Lem Carter	Dec. 1918	91-90-41-42	60.49	103.87		
	Jan. 1919	"	65.81	133.55		
	Feb. "	"	55.62	124.95		
	Mar. "	"	77.03	155.96		
	April "	"	12.70	24.60		
			271.55	542.93	271.38	67.84
Geo. Griffin	Mar. 1919	91-90-41-42	46.01	96.74		
	April "	"	72.69	137.89		
	May "	"	67.98	135.72		
	June "	"	79.16	153.61		
	July 1st to 15th	"	37.13	71.18		
			302.97	595.14	292.17	73.04
Theron Fennell	Aug. 1918	91-90-41-42	55.13	99.01		
	Sept. "	"	68.52	111.23		
	Oct. "	"	73.87	128.35		
	Nov. "	"	73.98	124.65		
	Dec. "	"	56.52	93.21		
	Jan. 1919	"	74.28	156.11		
	Feb. "	"	68.19	133.36		
	Mar. "	"	2.48	4.15		
			472.97	850.07	377.10	94.27
Frank Williams	July 1918	91-90-41-42	18.61	31.93		
	Aug. "	"	70.26	117.87		
	Sept. "	"	71.28	116.40		
	Oct. "	"	69.72	119.17		
	Nov. "	"	65.98	113.23		
	Dec. "	"	10.89	17.70		
			306.94	516.30	209.2	[illegible]

Willie Shields	Dec. 1918	91-90-41-42	12.58	21.49	difference 8.91	2.22
Jos. Sherred	June 1918	91-90-41-42	64.89	115.02		
	July "	"	37.73	70.33		
			102.62	185.35	82.73	20.68
Richard Whitehurst						
	June 1918	91-90-41-42	59.10	116.22		
	July "	"	38.77	74.12		
	Mar. 1919	"	17.54	32.90		
			115.41	223.24	108.83	27.20
Wm. Smith	July 1918	91-90-41-42	7.90	15.92	8.02	2.00
Harry Slade	July 1918	91-90-41-42	8.63	21.41	12.78	3.19
Jesse James	April 1919	91-90-41-42	57.46	113.10		
	May "	"	71.51	144.30		
	June "	"	60.92	108.79		
	July 1st to 15th	"	27.75	58.48		
			217.64	424.67	207.03	51.75
Frank Giles	May 1919	91-90-41-42	2.84	5.38		
	June "	"	10.36	16.60		
	July 1st to 15th	"	11.94	20.75		
			25.14	42.73	18.57	4.64
Marion Alford	June 1918	48-49 51-54-55-50	4.31	10.70		
	July "	"	25.02	50.64		
	Aug. "	"	22. 93	48.09		
	Sept. "	"	57.52	111.98		
	Oct. "	"	39.61	80.92		
	Nov. "	"	38.76	76.57		
	Dec. "	"	62.55	127.78		
	Jan. 1919	"	65.64	157.50		
	Feb. "	"	64.60	142.26		
	Mar. "	"	52.12	127.01		
	April "	"	64.60	152.42		
	May "	"	27.10	66.05		
	June "	"	64.85	152.42		
	July 1st to 15th	"	31.53	76.21		
			621.14	1380.65	759.51	189.87
Geo. Fulton	June 1918	51-54	62.45	123.52		
	July "	"	64.60	132.04		
	Aug. "	"	64.60	132.04		
	Sept. "	"	55.99	110.74		
	Oct. "	"	64.60	132.04		
	Nov. "	"	62.44	123.52		
	Dec. "	"	64.60	132.04		
	Jan. 1919	"	64.63	157.50		
	Feb. "	"	64.60	142.26		
	Mar. "	"	64.63	157.50		
	April "	"	64.60	152.42		
	May "	"	54.63	157.50		
	June "	"	64.60	152.42		
	July 1st to 15th	"	31.28	76.21		
			858.25	1881.75	1023.50	255.85
Webb Faison	June 1918	55-50	64.59	127.78		
	July "	"	60.46	123.52		
	Aug. "	"	52.13	106.48		
	Sept. "	"	17.22	34.07		
			194.39	391.85	197.46	49.36

					Difference	
Alvin Hill	June 1918	41-42-48-49	64.60	135.57		
	July "	"	65.46	142.48		
	Aug. "	"	59.78	131.78		
	Sept. "	"	54.36	117.28		
	Oct. "	"	65.46	142.48		
	Nov. "	"	58.98	107.48		
	Dec. "	"	63.96	140.92		
	Jan. 1919	"	58.44	145.38		
	Feb. "	"	47.62	107.84		
	Mar. "	"	62.78	154.14		
	April "	"	2.92	6.38		
			604.36	1331.73	727.37	181.84
		50-55-91-90				
Will Barden	Jan. 1919	41-42-48-49	16.70	41.54		
	Feb. "	"	18.65	39.70		
	Mar. "	"	4.17	10.16		
	June "	"	32.70	74 .00		
	July 1st to 15th	"	4.79	8.99		
			77.01	174.39	97.38	24.34
Henry Miller	June 1918	51- 54	64.60	127.78		
	July "	"	47.95	97.96		
	Aug. "	"	64.60	132.04		
	Sept. "	"	51.68	102.22		
	Oct. "	"	64.60	132.04		
	Nov. "	"	64.60	127.78		
	Dec. "	"	64.60	132.04		
	Jan. 1919	"	52.12	127.01		
	Feb. "	"	59.99	132.10		
	Mar. "	"	16.67	40.64		
	April "	"	34.45	81.29		
	May "	"	64.63	157.50		
	June "	"	64.60	152.42		
	July 1st to 15th	"	31.28	76.21		
			746.37	1619.03	872.66	218.16
John Powell	Aug. 1918	51-54	8.34	17.04		
	Sept. "	"	4.31	7.58		
			12.65	24.62	11.97	2.99
Lonnie Stephens	June 1918	41-42-48-49	60.29	126.43		
	July "	"	65.46	142.48		
	Aug. "	"	61.29	133.34		
	Sept. "	"	64.60	137.13		
	Oct. "	"	65.46	142.48		
	Nov. "	"	51.60	109.70		
	Dec. "	"	65.46	142.48		
	Jan. 1919	"	51.43	128.61		
	Feb. 1919	"	55.38	124.61		
	Mar. "	"	41.92	102.22		
	April "	"	44.54	106.22		
	May "	"	32.07	79.07		
			659.50	1474.77	815.27	203.81
Ed Whitehead	June 1918	41-42-48-49	64.60	138.69		
	July "	"	65.96	140.92		
	Aug. "	"	64.60	140.92		
	Sept. "	"	66.04	138.69		
	Oct. "	"	52.94	115.06		
	Nov. "	"	64.51	135.57		
	Dec. "	"	65.46	142.48		
	Jan. 1919	"	52.93	130.99		
	Feb. "	"	61.66	137.58		
	Mar. "	"	42.75	103.84		
	April "	"	34.40	83.07		
			633.85	1407.61	773.76	193.44

					Difference	
Tom Williams	June 1918	41-42-48-49	64.60	137.13		
	July "	"	63.96	140.92		
	Aug. "	"	65.46	142.48		
	Sept. "	"	64.60	137.13		
	Oct. "	"	63.96	140.92		
	Nov. "	"	41.14	97.44		
	Dec. "	"	44.59	96.77		
	Jan. 1919	"	63.96	159.76		
	Feb. "	"	24.74	54.30		
	April "	"	54.84	127.76		
	May "	"	63.96	159.76		
	June "	"	62.96	158.14		
	July 1st to 15th	"	30.56	76.69		
			709.33	1629.20	919.87	229.96
John Kelly	Nov. 1918	42 - 41	4.31	7.58		
	Feb. 1919	42 - 41 -48-49	24.74	54.30		
			29.05	61.88	32.83	8.20
Richard Small	Oct. 1918	41-42-48-49	32.21	68.45		
	Nov. "	"	70.73	131.83		
	Dec. "	"	19.64	44.15		
	Feb. 1919	"	21.41	49.54		
	Mar. "	"	60.11	146.13		
	April "	"	24.42	58.30		
	May "	"	25.03	61.41		
	June "	"	28.56	70.30		
			282.11	630.11	348.00	87.00
Enoch Pight	Dec. 1918	57 - 58	35.44	128.86		
	Jan. 1919	"	64.63	181.41		
	Feb. "	"	63.44	155.08		
	Mar. "	"	61.51	160.38		
	April "	"	54.90	149.23		
	May "	"	38.56	108.26		
	June "	"	67.52	236.00		
	July 1st to 15th	"	16.68	60.00		
			402.68	1179.22	776.54	194.13
Alex Dixon	Feb. 1919	42-41-48-49	5.90	16.00		
	Mar. "	"	13.35	40.00		
	April "	"	15.18	44.00		
	May "	"	32.71	89.54		
	June "	"	16.26	29.71		
	July 1st to 15th	"	9.26	20.00		
			92.66	239.25	146.59	36.64
Henry Cobb	Mar. 1919	55- 50	8.34	20.32	11.98	2.99
Jesse Batts	July 1st to 15th (1919)	42-41-91-90	27.10	40.46	13.36	3.34
		57-58-51-54				
Perry Garland	Mar. 1919	41-42-49-48	55.39	141.04		
	April "	"	63.12	151.76		
	May "	"	74.49	176.45		
	June "	"	64.75	156.25		
	July 1st to 15th	"	31.07	77.69		
			288.82	703.20	414.38	103.59
Jno. Williams	May 1919	41-42-48-49	63.94	156.26		
	June "	"	65.26	157.26		
	July 1st to 15th	"	32.06	79.07		
			161.26	392.59	231.33	57.83
Joe Long	June 1919	41-42-48-49	17.20	41.54		
	July 1st to 15th	"	32.06	79.07		
			49.26	120.61	71.35	17.83

Reet Burgess	June 1918	50-55	64.60	127.78	Affirmed	
	July "	"	64.60	132.04		
	Aug. "	"	52.12	106.48		
	Sept. "	"	64.60	127.78		
	Oct. "	"	64.60	132.04		
	Nov. "	"	64.60	127.78		
	Dec. "	"	64.63	132.04		
	Jan. 1919	"	39.61	96.53		
	Feb. "	"	64.60	142.26		
	Mar. "	"	56.29	137.18		
	April "	"	64.60	142.26		
	May "	"	62.54	152.42		
	June "	"	58.14	137.18		
	July 1st to 15th	"	31.42	76.71		
			816.95	1770.48	953.53	238.38
C. Harrison	June 1918	37 - 38	72.18	128.00		
	July "	"	74.79	136.48		
	Aug. "	"	73.18	129.90		
	Sept. "	"	71.67	127.05		
	Oct. "	"	42.64	77.71		
	Nov. "	"	55.08	97.62		
	Dec. "	"	67.60	123.25		
	Jan. 1919	"	74.80	144.00		
	Feb. "	"	71.66	126.00		
	Mar. "	"	7.01	13.50		
			610.61	1103.51	492.90	123.22
Daniel McIver	Oct. 1918	55	2.08	3.79	1.71	.42
Haywood Ross	Oct. 1918	37-38	4.66	8.53	3.87	.96
John Lucky	June 1918	32-35	72.17	128.00		
	July "	"	65.70	119.89		
	Aug. "	"	72.18	128.00		
	Sept. "	"	69.51	123.21		
	Oct. "	"	74.80	136.48		
	Nov. "	"	71.67	127.05		
	Dec. "	"	71.16	126.10		
	Jan. 1919	"	74.30	158.00		
	Feb. "	"	71.68	139.13		
	Mar. "	"	70.13	149.06		
	April "	"	72.16	135.00		
	May "	"	70.12	149.06		
	June "	"	72.17	149.06		
	July 1st to 15th	"	32.72	69.56		
			960.47	1837.60	877.13	219.28
Sam White No.1	June 1918	32-35	71.16	126.10		
	July "	"	74.55	136.00		
	Aug. "	"	72.18	128.00		
	Sept. "	"	67.36	119.42		
	Oct. "	"	55.09	100.46		
	Nov. "	"	71.93	126.57		
	Dec. "	"	72.68	128.95		
	Jan. 1919	"	68.61	146.06		
	Feb. "	"	71.67	139.13		
	Mar. "	"	74.80	144.00		
	April "	"	62.56	125.00		
	May "	"	70.12	149.06		
	June "	"	72.18	149.06		
	July 1st to 15th	"	37.40	79.50		
			942.29	1797.32	855.22	213.80

					Difference	
J. Lins Moye	June 1918	89-86-80-83	5.74	13.07		
	Aug. "	"	4.17	13.07		
	Sept. "	"	11.83	22.63		
	Oct. "	"	43.82	91.47		
	Jan. 1919	"	12.52	31.65		
			78.08	171.89	93.81	23.45
Mitchell Wortherly						
	June 1918	37-38	66.35	117.52		
	July "	"	57.30	104.23		
	Aug. "	"	71.92	127.52		
	Sept. "	"	71.42	126.57		
	Oct. "	"	32.78	59.70		
	Nov. "	"	64.96	115.15		
	Dec. "	"	64.94	118.47		
	Jan. 1919	"	69.61	134.00		
	Feb. "	"	67.06	118.00		
	Mar. "	"	74.80	144.00		
	April "	"	72.18	135.00		
	May "	"	70.13	135.00		
	June "	"	72.18	135.00		
	July "	"	37.65	72.50		
			895.28	1642.66	746.38	187.09
Chas. Barne	July 1918	37-38-35-32	7.01	12.79		
	Aug. "	83-86-89-80	21.91	45.74		
	Sept. "	"	30.65	60.21		
	Oct. "	37-38-35-32	25.71	46.91		
	Dec. "	83-86-89-80	6.26	13.07		
	Mar. 1919	"	10.42	25.40		
	April "	"	6.96	13.00		
	May "	"	33.74	80.21		
	June "	"	4.31	8.00		
			146.97	305.33	158.36	39.59
Jno. Charles	Oct. 1918	37-38	7.01	12.79		
	Nov. "	"	16.84	29.85		
	Mar. 1919	"	58.43	112.50		
	April "	"	72.16	135.00		
	May "	"	74.80	144.00		
	June "	"	72.43	135.00		
	July 1st to 15th	"	32.72	77.00		
			334.39	646.14	311.75	77.93
Jno. Durant	Oct. 1918	37-38-54-51	24.43	45.49		
	Jan. 1919	55-50- "	37.52	91.45		
	Mar. "	" "	25.02	60.97		
	April "	" "	32.30	76.21		
	May "	" "	6.25	13.08		
			125.52	287.20	161.68	40.42
Arthur Howard	Oct. 1918	37-38	4.17	7.58	3.41	.85
Ben Mack	Oct. 1918	37-38	11.43	20.85	9.42	2.35

-Office-
W.B.Darrow,
Supt. Transportation,
Rocky Mount, N. C.
Sept. 30, 1921 -

Atlantic Coast Line Railroad Co.
Second Division
Transportation Department.

Statement showing amounts that were paid passenger train porters between June 1st, 1918 and May 15th, 1919, and what they would have been paid if Supplement No. 12 to General Order No. 27 had been applied.

Name	Assignment	Month	Amt. if Sup. No. 12 had been applied	Amt. Paid	Diff.	
Ed. Bacon	Savannah & Jacksonville	June	$ 38.15	$ 21.55	$ 16.60	4.15
King Davis	Savannah & Wayeross	Nov.	129.79	64.60		
		Dec.	127.62	61.47		
		Jan.	159.97	64.60		
		Feb.	144.49	64.60		
		Mar.	144.49	58.35		
		Apr.	144.49	60.29		
		May	78.47	31.26	$405.17	101.29
E. Budding	Savannah & Jacksonville	June	114.40	64.60		
		July	118.21	64.60		
		Aug.	118.21	64.60		
		Sep.	114.40	64.60		
		Oct.	118.21	64.60		
		Nov.	115.35	64.60		
		Dec.	118.21	64.60		
		Jan.	132.60	62.52		
		Feb.	80.86	52.27		
		Mar.	178.40	91.95		
		Apr.	160.78	85.06		
		May	72.78	37.51	$660.88	165.22
ke Bishop	Jacksonville & Tifton	June	113.70	64.60		
		July	117.49	64.60		
		Aug.	15.16	8.34		
		Sept.	34.11	17.23		
		Oct.	----	----		
		Nov.	136.44	77.52		
		Dec.	75.80	41.69		
	Jacksonville & Savannah	Jan.	175.36	90.37		
		Feb.	165.77	94.59		
		Mar.	185.99	75.02		
		Apr.	105.12	56.00	$534.98	133.74
rael Jordan	,,	Jun.	135.52	75.37		
		July	118.21	64.60		
		Aug.	102.96	56.27		
		Sept.	114.40	64.60		
		Octo.	118.21	64.60		
		Nov.	115.35	64.60		
		Dec.	30.50	16.67		
		Jan.	137.46	63.02		
		Feb.	127.36	64.60	$465.65	116.41
Law	,,	June	64.89	32.30	$ 32.59	8.14
James	,,	Nov.	15.16	8.61	$ 6.55	1.63
hall Lee	,,	Aug.	15.25	8.34	$ 6.91	1.72
bone	,,	June	10.81	5.38	$ 5.43	1.35
ard	,,	Dec.	34.11	18.75	$ 15.36	3.84

Jas Patterson	Savannah & Jacksonville	June	$ 155.39	$ 88.29		
		July	144.02	79.18		
		Aug.	144.02	79.19		
		Sep.	136.44	77.51		
		Oct.	140.23	77.10		
		Nov.	159.18	90.45		
		Dec.	181.92	100.03		
		Jan.	196.63	101.23		
		Feb.	162.73	92.79		
		Mar.	105.12	54.18		
		April	157.68	83.98		
		May	72.78	38.51	$ 794.70	198.67
R. R. Robinson	"	June	151.60	86.13		
		July	144.02	79.18		
		Aug.	147.81	81.27		
		Sep.	140.23	79.65		
		Oct.	136.44	75.02		
		Nov.	144.02	81.88		
		Dec.	174.34	95.86		
		Jan.	185.04	94.82		
		Feb.	159.84	89.89		
		Mar.	146.05	75.27		
		Apr.	151.76	79.68		
		May	72.78	37.51	$ 797.77	199.44
R. W. Sanders	"	June	136.44	77.52		
		July	151.60	83.35		
		Aug.	147.81	81.27		
		Sep.	136.44	77.50		
		Oct.	147.81	81.26		
		Nov.	147.81	84.73		
		Dec.	155.39	85.44		
		Jan.	187.54	96.07		
		Feb.	160.78	91.88		
		Mar.	181.94	93.78		
		Apr.	156.74	82.91		
		May	72.78	37.51	$ 809.76	202.44
Anderson Lee	Savannah & Waycross	Dec.	37.90	20.84		
		Feb.	104.62	53.07		
		Mar.	90.97	41.67	$ 117.91	29.47
Frank Wright	Savannah & Jacksonville	Dec.	106.56	58.35		
		Jan.	120.77	61.51		
		Feb.	71.26	39.22		
		Mar.	121.80	60.44		
		Apr.	136.46	64.60		
		May	68.25	31.26	$ 309.70	77.42
Rob. Washington	"	Dec.	15.25	8.33		
		Mar.	95.52	43.76		
		Apr.	136.46	64.60		
		May	68.25	31.26	$ 167.53	41.88
J. Albritton	Waycross & Montgomery	June	140.49	64.60		
		July	147.51	64.60		
		Aug.	140.49	64.60		
		Sep.	140.49	64.60		
		Oct.	151.79	66.87		
		Nov.	140.49	64.60		
		Dec.	140.49	64.60		
	Wx & Thomasville	Jan.	155.85	60.44		
		Feb.	131.25	64.60		
		Mar.	130.66	62.51		
		Apr.	130.66	64.60		
		May	76.86	31.26	$ 889.15	222.28

Hallman James	Jacksonville & Tifton	June	$ 113.70	$ 64.60		
		July	113.70	64.60		
		Aug.	125.00	64.60		
		Sept.	124.43	64.60		
		Octo.	91.72	66.94		
		Nov.	124.43	64.60		
		Dec.	124.43	62.52		
		Jan.	158.32	68.77		
		Feb.	138.53	64.60		
		Mar.	143.48	33.29		
		Apr.	148.42	64.60		
		May	79.16	32.30	$ 767.30	191.82
Will Jones	Waycross & Montgomery	June	140.49	64.60		
		July	140.49	64.60		
		Aug.	147.51	64.60		
		Sep.	140.49	64.60		
		Oct.	147.51	64.60		
		Nov.	140.49	64.60		
		Dec.	150.83	66.36		
	Waycross & Thomasville	Jan.	132.78	52.09		
		Feb.	139.59	64.60		
		Mar.	146.99	64.60		
		Apr.	142.99	64.60		
		May	75.33	31.26	$ 914.38	228.59
John Nelson	Jacksonville & Tifton	Nov.	3.79	2.15	$ 1.64	.41
Geo. Day	Jacksonville & Albany	July	58.06	29.18		
		Aug.	132.72	66.68		
		Sep.	99.54	51.68		
		Oct.	107.84	54.18		
		Nov.	124.43	64.60		
		Dec.	132.72	66.68		
		Jan.	148.43	63.82		
		Feb.	138.53	64.60		
		Mar.	158.32	66.68		
		Apr.	148.43	64.60		
		May	69.26	30.15	$ 695.63	173.90
ich. Mitchell	Waycross & Bainbridge	Sep.	49.27	28.00		
		Oct.	121.38	66.68		
		Nov.	117.69	64.60		
		Dec.	125.54	69.02		
		Jan.	66.39	29.17		
		Feb.	93.79	46.15		
		Mar.	145.45	64.60		
		Apr.	141.39	64.60		
		May	75.33	31.26	$ 472.05	118.01
D. Laster	"	June	121.28	69.40		
		July	113.70	64.60		
		Aug.	15.51	6.25	$ 110.24	27.56
o. Rice	"	June	117.49	65.14		
		July	117.49	64.60		
		Aug.	117.49	64.60		
		Sep.	68.22	38.76	$ 187.59	46.89
il Washington	Jacksonville & Albany	June	124.43	64.60		
		July	49.77	25.02	$ 84.58	21.14
d Mathis	"	July	8.29	4.17	$ 4.12	1.03
n Chatman	"	Octo.	16.59	8.34	$ 8.25	2.06

Dal Williams	Waycross & Lakeland	June	$ 108.60	$ 68.00		
		July	114.28	72.79		
		Aug.	114.28	71.39		
		Sep.	109.00	60.20		
		Oct.	114.31	67.94		
		Nov.	118.86	64.60		
		Dec.	126.66	64.60		
		Jan.	35.91	15.38		
		Feb.	136.46	68.19		
		Mch.	150.82	64.60		
		Apr.	143.64	64.60		
		May	71.82	32.30	$ 630.05	15251
Ed. Tompkins	Waycross & Bainbridge	June	113.70	64.60		
		July	117.49	64.60		
		Aug.	117.49	64.60		
		Sep.	113.70	64.60		
		Oct.	125.07	68.77		
		Nov.	113.70	64.60		
		Dec.	117.03	64.20		
		Jan.	173.98	66.68		
		Feb.	141.12	64.60		
		Mar.	146.99	64.60		
		Apr.	142.99	64.60		
		May	76.86	31.26	$ 752.41	188.10
Sidney Morris	Waycross & Montgomery	Sep.	138.17	64.60		
		Oct.	140.49	64.60		
		Nov.	140.49	64.60		
		Dec.	147.51	64.60		
		Jan.	179.99	67.67		
		Feb.	157.15	64.61		
		Mar.	168.26	63.21		
		Apr.	134.27	52.46		
		May	84.19	31.26	$ 752.91	188.22
Will Davis	,,	Nov.	49.17	22.61		
		Dec.	14.05	6.14	$ 34.47	8.61
Dolphus Seymour	,,	Apr.	11.22	4.31	$ 6.91	1.75
Grady Wilson	,,	Nov.	14.05	6.46	$ 7.59	1.89
Mathew Oliver	Waycross & Thomasville	Jan	56.12	22.92	$ 33.20	8.30
Jesse Phillips	,,	Jan	22.45	8.34		
		Feb.	157.15	64.61		
		Mar.	152.04	56.52		
		Apr.	168.38	64.60		
		May	84.19	31.26	$ 358.88	89.72
Sanford Zimmerman	Waycross & Montgomery.	June	140.49	64.60		
		July	147.51	64.60		
		Aug.	140.49	64.60		
		Sep.	140.49	64.60		
		Oct.	147.51	64.60		
		Nov.	141.91	65.35		
		Dec.	50.12	21.76	$ 498.41	124.60
Will Anderson	,,	Aug.	14.05	6.15	$ 7.90	1.97
Will Dickinson	,,	Dec.	105.47	46.84		
	Thos.	Jan.	67.35	25.01	$ 100.97	25.24
Cliff May	,,	Aug.	84.29	36.92		
		Sep.	14.05	6.46	$ 54.94	13.73
Jas. Martin	,,Thos.	Jan.	16.84	6.25	$ 10.59	2.64

Chas Smith	Montgomery & Waycross	Aug.	$ 14.05	$ 6.15	$ 7.90	1.97
Ben Hunter	Thomasville & Montgomery	Jan.	95.41	35.43	59.98	14.99
Sam Green	Waycross & Montgomery	June	140.49	64.60		
		July	133.46	58.45		
		Aug.	133.46	58.46		
		Sep.	140.49	64.60		
		Oct.	140.49	64.60		
		Nov.	105.37	48.45		
		Dec.	135.36	59.45		
	Mont. & Thos.	Jan	176.49	65.86		
		Feb.	158.15	64.60		
		Mar.	22.45	8.34	$ 727.80	181.95
Lucius Jackson	Montgomey & Waycros	June	140.49	64.60		
		July	147.51	64.60		
		Aug.	133.46	58.45	$ 233.81	58.45
Jno Brewton	Mont-& Thos.	Mar.	22.45	8.34	$ 14.11	3.52
Frank Parker	Waycross & Montgomery	June	140.49	64.60		
		July	140.49	64.60		
		Aug.	63.22	27.70		
		Sep.	126.44	38.15		
		Oct.	140.49	64.60		
		Nov.	105.37	48.45		
		Dec.	140.49	61.52		
	Montgomery & Thomasville	Jan.	61.74	14.59		
		Feb.	157.15	64.60		
		Mar	145.93	54.15		
		Apr.	117.86	35.22		
		May	11.22	4.17	$ 778.56	194.64
Coach Stewart	,,	Jan.	44.90	16.67	$ 28.23	7.05
John Goins	,,	Mar.	123.48	45.85		
		Apr.	153.54	59.16		
		May	78.58	29.18	$ 221.41	55.35
John Lee	,,	Mar.	11.22	4.17		
		Apr.	11.22	4.30	$ 13.97	3.49
T. Whitehurst	,,	Mar.	28.06	10.44	$ 17.62	4.40
Sam Porter	,,	Mar.	5.61	2.08	$ 3.53	.88
Smiley Stringer	,,	Mar.	33.67	12.50		
		Apr.	72.96	27.99		
		May	78.58	29.18	$ 115.54	28.88
Dempsey Griffin	,,	Apr.	11.22	4.31	$ 6.91	1.72
Cliff Ward	,,	Apr.	8.43	3.22	$ 5.21	1.30

B[illegible] Anthony	Charleston & Savannah	June	$ 59.36	$ 45.20	$ 14.16	3.54
		July	2.47	1.04	1.43	.35
N. Blandon	Charleston & Columbia	June	$117.49	$ 66.75		
		July	121.28	64.60		
		Aug.	121.28	68.91		
		Sep.	102.33	57.40		
		Oct.	113.70	62.52		
		Nov.	113.70	64.60		
		Dec.	147.81	81.27		
		Jan.	128.00	66.68		
		Feb.	112.00	64.60		
		Mar	136.00	66.69		
		Apr	120.00	64.60		
		May	64.00	33.34	$ 635.63	158.90
L. Blandshaw	Florence & Savannah	June	142.50	74.55		
		July	142.97	72.15		
		Aug.	128.82	65.10		
		Sep.	123.50	64.60		
		Oct.	133.00	69.38		
		Nov.	80.75	42.25		
		Dec.	281.70	41.17		
		Jan.	169.63	74.58		
		Feb.	148.81	70.74		
		Mar.	160.97	71.13		
		Apr.	148.31	65.11		
		May	73.65	32.31	$ 791.54	197.88
Ed. Dozier	"	June	99.07	49.71		
		July	128.25	64.60		
		Aug.	114.38	57.67		
		Sep.	124.16	65.10		
		Oct.	76.00	38.28		
		Nov.	42.75	22.36		
		Dec.	47.50	23.92		
		Jan.	183.46	77.14		
		Feb.	147.31	69.98		
		Mar.	153.44	59.10		
		Apr.	151.94	60.29		
		May	81.40	31.26	$ 730.25	182.56
W. Fleming	Florence & Charleston	June	78.76	37.37		
		July	76.00	38.28		
		Aug.	120.29	57.27		
		Sept.	127.38	58.29		
		Oct.	101.50	46.61		
		Nov.	131.93	62.45		
		Dec.	142.50	71.77		
		Jan.	168.63	69.84		
		Feb.	298.82	47.01		
		Mar.	45.33	19.87	$ 582.38	145.59
Allen Day	Charleston & Savannah	Nov.	133.84	58.94		
		Dec.	185.29	81.52		
		Jan.	190.25	70.03		
		Feb.	136.14	76.70		
		Mar.	159.51	62.81		
		Apr.	176.75	65.21		
		May	88.58	31.26	$ 623.89	155.97
Henry Sherrill	"	Dec.	3.79	2.08		
		Feb.	22.66	10.77	$ 13.60	3.40
Richard Moore	Florence & Savannah	June	38.55	16.14	$ 22.41	5.60
John Atkinson	"	Nov.	4.75	2.48	$ 2.27	.56

Alex Green	Florence & Savannah	June	$ 150.68	$ 77.03		
		July	128.25	64.60		
		Aug.	136.03	68.76		
		Sep.	123.50	64.60		
		Oct.	137.75	69.38		
		Nov.	90.25	47.22		
		Dec.	142.18	68.41		
		Jan.	185.33	77.06		
		Feb.	97.65	46.51		
		Mar.	147.31	64.61		
		Apr.	150.13	65.85		
		May	73.65	32.30	$ 816.38	204.09
Wm. Haley	"	June	66.50	34.80		
		July	7.22	3.43		
		Aug.	81.55	39.56		
		Sep.	123.50	64.60		
		Oct.	146.88	73.56		
		Nov.	137.75	72.05		
		Dec.	147.99	73.13		
		Jan.	173.50	72.26		
		Feb.	147.31	67.29		
		Mar.	103.48	44.94		
		Apr.	148.47	64.85		
		May	73.65	32.31	$ 725.20	181.30
Julius Moye	"	June	27.46	13.00	$ 14.46	3.61
Morris Keels	"	Apr.	8.00	4.31	$ 3.69	.92
G. Brown	"	Nov.	38.00	19.88		
		Dec.	152.26	76.12		
		Jan.	85.62	63.25	$ 116.63	29.15
Alex Prince	Charleston & Sumter	June	113.70	64.60		
		July	106.12	60.38		
		Aug.	75.80	40.38		
		Sep.	113.70	64.60		
		Oct.	90.96	50.02		
		Nov.	109.91	62.44		
		Dec.	96.86	52.62		
		Jan	120.00	56.37		
		Feb.	112.00	64.60		
		Mar	134.00	69.70		
		Apr.	112.00	60.30		
		May	32.00	16.87	$ 547.21	136.80
Ben Sanders	Florence & Savannah	June	72.74	32.30		
		July	138.37	63.35		
		Aug.	82.31	45.30		
		Oct.	132.31	64.60		
		Nov.	33.25	17.39	$ 237.86	59.46
Wm. Praeleau	"	June	150.67	77.03		
		July	84.82	41.85		
		Jan.	56.31	24.42		
		Feb.	149.81	71.97		
		Mar.	108.65	47.72		
		Apr.	147.31	64.62		
		May	73.65	32.31	$ 411.30	102.82
Harry Gordon	Charleston & Savannah	Octo.	94.06	39.60		
		Mar	23.62	8.34	$ 69.74	17.43
~~Henry Jacobs~~ Isiah Fields	"	Sep.	32.18	14.00	$ 18.18	4.54
Henry Jacobs	"	Feb.	5.91	2.31	$ 3.60	.90
John DuRant	"	Dec.	30.77	15.39	$ 15.38	3.84
Frank Carter	"	Octo.	42.[illegible]	[illegible]	[illegible]	[illegible]

Julius Wise	Florence & Savannah-	June	$ 127.60	$ 65.84		
		July	52.25	26.31		
		Aug.	118.37	59.80		
		Sep.	123.49	64.60		
		Oct.	9.50	4.78		
		Nov.	129.67	67.85		
		Dec.	114.57	52.65		
		Jan.	145.96	61.01		
		Feb.	101.98	48.45		
		Mar.	152.97	67.08		
		Apr.	147.31	64.62		
		May	72.31	31.06	$ 681.93	170.48
Ed. Miller	"	June	108.56	55.90		
		July	133.00	57.00		
		Aug	127.11	64.60		
		Sep.	123.27	64.60		
		Oct.	137.75	69.38		
		Nov.	132.99	69.57		
		Dec.	68.39	34.52		
		Jan.	127.26	51.63		
		Feb.	147.31	69.98		
		Mar.	152.31	67.14		
		Apr.	102.48	44.99		
		May	79.32	34.79	$ 745.65	186.41
Gus. McGill	"	June	141.85	70.81		
		July	105.84	64.85		
		Aug.	132.35	66.99		
		Sep.	94.99	49.70		
		Oct.	127.75	69.38		
		Nov.	118.75	62.12		
		Dec.	140.64	68.45		
		Jan.	90.65	38.28		
		Feb.	108.65	51.65		
		Mar.	108.48	68.11		
		Apr.	118.98	51.69		
		May	73.65	32.31	$ 676.26	169.0[illegible]
Joe Green	Charleston & Savannah & Florence to Charleston	Oct.	17.33	7.29		
		Nov.	141.09	67.35		
		Dec.	141.02	64.66		
		Jan.	162.05	52.52		
		Feb.	162.79	46.10		
		Mar.	11.33	4.17	$ 399.52	99.88
J. T. Thorpe	Florence & Charleston	Octo.	18.20	8.33	$ 9.87	2.46
Frank Gillard	Charleston & Columbia-	Octor	7.58	4.17	$ 3.41	.85
Wm. Reid	Chas. & Savh.	Oct.	4.95	2.08	$ 2.87	.71
Chas. Barno	Chas & Florence	Oct.	4.55	2.08	$ 2.47	.61
John Brisbone	Charleston & Savannah & Florence & Savh	July	154.32	65.31		
		Aug.	140.79	60.05		
		Sep.	71.78	31.23	$ 210.30	52.57
Ben Calhourn	"	Dec.	23.75	11.96		
		Jan.	146.67	60.81		
		Feb.	50.83	24.22	$ 124.26	3[illegible]
Ben Furgeson	Florence & Chas.	July	42.55	21.22		
		Aug.	76.00	38.28		
		Sept	42.15	27.37	$ 73.83	1[illegible]

Chas. Myers	Jacksonville & Tifton	June	$ 113.70	$ 64.60	$
		July	113.70	62.50	
		Aug.	117.49	64.60	
		Sep.	79.59	45.22	
		Octo.	117.49	64.60	
		Nov.	117.50	66.54	
		Dec.	211.86	117.66	
		Jan.	226.00	117.11	
		Feb.	189.50	107.77	
		Mar.	220.50	114.24	
		Apr.	212.50	109.11	
		May	97.00	50.35	$932.55
					233.13
Will. Myers	Savannah & Jacksonville	June	75.80	43.07	
		July	151.60	83.38	
		Aug.	144.02	79.19	
		Sep.	132.65	79.67	
		Oct.	151.60	83.35	
		Nov.	159.18	90.44	
		Dec.	174.34	95.86	
		Jan.	85.90	44.36	
		Feb.	150.60	85.87	
		Mar.	173.86	89.61	
		Apr.	109.16	58.14	$675.77
					168.94
Frank North	,,	June	155.39	88.29	
		July	147.81	81.27	
		Aug.	144.02	79.19	
		Sep.	140.23	79.65	
		Oct.	159.18	87.52	
		Nov.	155.39	88.29	
		Dec.	170.55	93.78	
		Jan.	187.99	56.87	
		Feb.	160.78	91.12	
		Mar.	177.90	91.69	
		April	154.14	83.16	
		May	72.78	37.51	$867.82
					216.95
C. Phillips	Savannah & Waycross	June	87.11	44.14	
		July	62.73	30.21	
		Oct.	17.30	8.34	$ 84.45
					21.11
Sam Coker	Savannah & Jacksonville	Dec.	49.27	27.09	
		Jan.	141.51	72.94	
		Feb.	88.95	45.90	$133.80
					33.45
Merry Walton	Jacksonville & Albany & Tifton	June	124.43	64.60	
		July	132.73	64.60	
		Aug.	119.12	64.60	
		Sep.	117.49	66.75	
		Oct.	102.33	56.26	
		Nov.	131.71	74.65	
		Dec.	211.85	115.86	
		Jan.	212.50	110.21	
		Feb.	191.50	108.74	
		Mar.	226.00	117.09	
		Apr.	207.50	110.60	
		May.	78.50	40.79	$ 860.91
					215.22
Frank Wilson	Savannah & Waycross	July	71.38	34.37	
		Aug.	134.11	64.60	
		Sep.	129.78	64.60	
		Oct.	43.26	20.88	$ 194.08
					48.52
Albert Folds	Savannah & Jacksonville	Oct.	56.24	27.10	$ 29.14
					7.28
W. ZZanders	,,	Mar.	40.94	18.76	$ 22.18
					5.54

Henry McIntosh	Florence &	Dec.	$ 128.24	$ 64.71		
	Savannah &	Jan	179.96	75.53		
	Charleston	Feb.	73.65	35.00		
	& Columbia	Mar.	73.43	31.35		
		Apr.	101.98	44.73		
		May	24.00	12.50	$ 317.44	79.36

Office-
Supt Transportation-
Savannah, Ga.,

Name	Assignment	Month	Amount paid As Porter	Amount which would have been paid had Supp 12 been applied		
Ed Brown #2						
	Trains 95-96	March, 1919	$ 6 15	$ 13 51	Difference 7.36	1.84
J. C. Crossland						
	Trains 37-38	June, 1918	$64 60	$ 122 65		
	"	July, "	64 60	128 78		
	"	Aug., "	64 60	122 65		
	"	Sept., "	64 60	122 65		
	"	Oct., "	77 00	153 31		
	"	Nov., "	58 14	110 38		
	"	Dec., "	66 11	131 63		
	"	Jan., 1919	66 21	156 11		
	"	Feb., "	64 60	138 98		
	"	Mar., "	64 60	146 30		
	"	Apr., "	64 60	146 30		
	"	May., "	52 27	124 35		
	"	June, "	67 83	153 61		
	"	July, "	32 30	73 15		
			872 06	1830 65	958.59	239.64
Lonnie Donaldson						
	Trains 39-40	June, 1918	$ 64 60	$ 122 65		
	"	July? "	64 60	128 78		
	"	Aug., "	64 60	128 78		
	"	Sept., "	58 15	110 38		
	"	Oct., "	38 76	73 59		
	95-96	Dec., 1919	43 06	78 67		
	"	Jan., "	65 21	145 71		
	"	Feb., "	36 14	73 65		
	39-40	Mar., "	-- --	50	1hr	
	"	" "	64 63	136 32		
	"	Apr., "	64 60	146 30		
	"	May, "	39 98	95 09		
			$ 603 73	$ 1240 42	636.69	159.17
Jim Dixon #3						
	Trains 39-40	Oct., 1918	$ 12 32	$ 24 53		
	"	Nov., "	51 68	98 12		
	"	Dec.? "	38 76	73 59		
	"	Jan., 1919	55 86	132 67		
	"	Feb., "	65 61	140 98		
	"	Mar., "	46 12	109 72		
	"	Apr., "	51 68	117 04		
	"	May? "	51 68	117 04		
	"	June, "	19 38	43 89		
			$ 393 09	$ 857 58	464.49	116.12
Ed Grant						
	Trains 39-40	March, 1919	$ 25 30	$ 65 83		
	"	April, "	64 60	146 30		
	"	May, "	58 42	138 98		
	"	June, "	25 84	58 52		
			$ 174 16	$ 409 63	235.47	58.86

2049.19

Gainesville District

Name	Assignment	Month	Amount paid As Porter	Amount which would have been paid had Sup. 12 been applied.	Difference	
Johnson Hale						
	Trains 39-40	June 1919	$ 12 92	$ 29 25		
	"	July "	32 30	73 15		
			$ 45 22	$ 102 40	57.18	14.29
Frank Johnson # 12						
	Trains 95-96	June 1918	$ 65 36	$ 124 07		
	"	July "	64 60	122 65		
	"	Aug "	64 60	128 78		
	"	Sept "	58 14	110 38		
	"	Oct "	46 20	91 98		
	"	Nov "	65 10	123 60		
	"	Dec "	70 45	140 14		
	"	Jan 1919	74 25	161 87		
	"	Feb "	68 44	127 86		
	"	Mar "	58 42	127 36		
	"	Apr "	86 12	187 68		
			$ 721 68	$ 1446 37	724.69	181.17
Holsie Jones						
	Trains 39-40	Nov 1918	$ 6 46	$ 12 26		
	"	Mar 1919	18 45	43 89		
	"	Apr "	12 30	29 26		
			$ 37 21	$ 85 41	48.20	12.05
Gilmore Lowe						
	Trains 37-38	Nov 1918	$ 13 42	$ 25 48		
	"	Dec "	19 38	36 79		
	"	Mar 1919	41 38	14 63		
	95-96	" "	----	80 43		
	37-38	Apr "	19 07	~~12 89~~	43.89	
	"	June "	6 46	14 63		
			$ 99 71	$ ~~189 25~~ 215.85	116.14	29.03
Joe Norwood						
	Trains 37-38	Sept 1918	$ 6 46	$ 12 26		
	"	Dec "	39 98	73 05		
	"	Jan 1919	72 24	163 29		
	"	Feb "	71 78	134 06		
	"	Mar "	76 89	167 58		
	"	Apr "	92 28	201 09		
	"	May "	29 07	65 22		
	"	June "	29 00	65 83		
	"	July "	30 80	73 15		
			$ 448 57	$ 955 53	506.96	126.74
Hugh Pearson						
	Trains 95-96	Dec. 1918	$ 6 15	$ 11 23		
Lucius Siples						
	Trains 37-38	June 1919	$ 45 22	$ 102 41		
	"	July "	10 80	73 15		
			$ 56 02	$ 175 56	99.52	24.88

143456

Carrier ville District

Name	Assignment	Month	Amount paid As Porter	Amount which would have been paid had Sup. 12 been applied		
Albert Thorne					Difference	
	Trains 39-40	June 1918	$ 67 83	$ 128 78		
	"	July "	64 60	122 65		
	"	Aug. "	64 60	128 78		
	"	Sept "	64 60	122 65		
	"	Oct "	67 83	128 78		
	"	Nov "	65 10	123 60		
	"	Dec "	39 09	67 93		
	"	Jan 1919	61 50	146 30		
	"	Feb "	64 85	139 48		
	"	Mar "	64 79	154 11		
	"	Apr "	65 11	147 30		
	"	May "	64 60	146 30		
	"	June "	64 60	146 30		
	"	July "	30 80	70 12		
			$ 849 90	$ 1773 08	923.18	230.79
D. Truitt						
	Trains 37-38	June 1918	$ 64 60	$ 122 65		
	"	July "	67 83	134 91		
	"	Aug "	64 60	128 78		
	"	Sept "	38 76	73 59		
	"	Oct "	40 04	79 72		
	"	Nov "	52 44	99 54		
	"	Dec "	64 60	122 65		
	"	Jan 1919	65 33	155 11		
	"	Feb "	64 60	138 98		
	"	Mar "	42 00	95 09		
	"	May "	32 30	73 15		
	"	June "	68 08	154 11		
	"	July "	27 72	65 83		
			$ 692 90	$ 1444 11	851.21	212.80
John Tibbs						
	Trains 37-38	Oct 1918	$ 12 62	$ 24 53		
	"	Dec "	34 09	67 93		
	"	Jan 1919	21 78	51 70		
	"	Feb "	28 70	58 52		
	"	Mar "	27 68	58 52		
	"	Apr "	3 23	7 31		
	"	May "	15 37	36 57		
	"	June "	16 15	36 57		
	"	July "	3 23	7 31		
			$ 162 85	$ 348 96	186.11	46.52
C. A. Williams #2						
	Trains 37-38	June 1918	$ 61 37	$ 116 51		
	"	July "	61 53	122 65		
	"	Aug "	64 60	122 65		
	"	Sept "	64 60	122 65		
	"	Oct "	61 60	122 65		
	"	Nov "	58 14	110 38		
	"	Dec "	64 85	129 25		
	"	Jan 1919	64 82	154 11		
	"	Feb "	64 60	131 67		
	"	Mar "	52 28	124 35		
	"	Apr "	61 37	138 98		
	"	May "	49 19	117 04		
	"	June "	32 30	73 15		
			$ 761 25	1586 04	824.79	206.19

2466.90

Carl A. Willis Director

Name	Assignment	Month	Amount paid As Porter	Amount which would have been paid had Sup. 12 been applied.	Difference	
Ben H. Williams	Trains 39-40	Sept 1918	$ 32 30	$ 61 32		
	"	Oct "	24 64	49 06		
	"	Nov "	19 38	36 79		
			$ 76 32	$ 147 17	70.85	17.71
Levy Wise	Trains 37-38	Jan 1919	$ 3 08	$ 7 31	4.23	1.05

Garrettville Library

Name	Assignment	Month	Amt. Paid as Porter	Amount which would have been paid had Sup. 12 been applied.		
Will Butler #6						
	Trains CH 89	March 1919	$ 4.41	$ 9.73	difference	
	" " 80, 27-8	" "				
	" " 83-2	June "	8.75	22.85		
	" " 89	July "	2.15	4.00		
			$15.31	$36.58	21.27	5.31
Dick Brown						
	Trains CH 89	June 1919	$ 4.56	$ 9.73		
	" " 80, 27-8	" "				
	" 42-43	July "	6.16	14.36		
			$10.72	$24.09	13.37	3.34
Grady Chison						
	Trains CH 89	June 1919				
	" " 80, 27-8	" "				
	" " 83-2	" "	$14.44	$33.69		
	"80, 27-8	July "				
	" " 83-2	" "				
	" " 89	" "	9.88	23.08		
			$24.32	$56.77	32.45	8.11
Dan Dwight						
	Trains 42-43	June 1918	$70.29	$115.70		
	"	July "	69.88	120.49		
	"	August "	62.50	107.59		
	"	Sept. "	60.92	99.95		
	"	Oct. "	41.99	68.41		
	"	Nov. "	64.60	120.42		
	"	Dec. "	65.11	127.39		
	"	Jan. 1919	64.60	143.64		
	"	Feb. "	64.60	129.27		
	"	Mar. "	64.60	150.82		
	"	April "	45.21	100.54		
	"	May "	64.60	149.82		
	"	June "	64.60	143.64		
	"	July "	29.07	64.63		
			$832.57	$1642.31	809.74	202.43
John Fields						
	Trains 42-43	Aug. 1918	$ 6.15	$10.52		
	" CH 89	Nov. "				
	" " 80, 27-8	" "				
	" " 83-2	" "	22.13	43.82		
	" " 89	Dec "				
	" " 80, 27-8	" "				
	" " 83-2	" "	10.10	21.76		
			$38.38	$76.10	37.72	9.43
Lacy Green						
	Trains CH 89	Nov. 1918	$			
	" " 80, 27-8	" "	$			
	" " 83-2	" "	$14.42	$29.47		
			$14.42	$29.47	15.05	3.76

935.72

Cleveland District

Name	Assignment	Month	Amt. Paid as Porter	Amount which would have been paid had Sup. 12 been applied.	
Tom Graham					
	Trains 42-43	June 1918.	$69.28	$113.80	Difference
	" "	July "	60.95	99.95	
	" "	Aug. "	64.81	111.43	
	" "	Sept. "	67.88	111.43	
	" "	Oct "	63.62	109.05	
	" "	Nov. "	64.60	120.42	
	" "	Dec. "	64.60	120.42	
	" "	Jan. 1919.	61.46	143.64	
	" "	Feb. "	61.20	129.27	
	" "	Mar. "	30.76	71.82	
	" "	Apl. "	64.60	143.64	
	" "	May "	64.60	150.82	
	" "	June "	64.60	143.64	
	" "	July "	29.06	64.63	
			$832.02	$1633.96	801.94
Simon Green					
	Trains CH 89	Dec. 1918			
	" " 80,27-8	" "			
	" " 83-2	" "	$59.51	$124.45	
	" " 89	Jan. 1919			
	" " 80,27-8	" "			
	" " 83-2	" "	72.61	159.42	
	" " 80,27-8	Feb "			
	" " 83-2	" "			
	" " 89	" "	21.23	46.30	
			$153.35	$330.17	176.82
Gus Henry					
	Trains Ch 89	Dec 1918	$ 4.17	$ 7.58	
			$ 4.17	$ 7.58	3.41
Arthur Hammond					
	Trains CH 80,27-8	June '19.	$48.90	$114.94	
			$48.90	$114.94	66.04
Ben Jones #3.					
	Trains CH 89	June 1918.	$70.15	$143.58	
	" " 80,27-8	" "			
	" " 83-2	" "			
	" " 42-43	Sept. "	6.46	10.52	
	" " "	Oct. "	26.60	43.52	
	" " 89	Nov. "			
	" " 80,27-8	" "			
	" " 83.2	" "	73.19	149.28	
	" " 89	Dec. "			
	" " 80,27-8	" "			
	" " 83-2	" "	72.68	152.12	
	" " 89	Jan. 1919.			
	" " 80-27-8	" "			
	" " 83-2	" "	74.37	174.47	
	" " 89	Feb. "			
	" " 80,27-8	" "			
	" " 83-2	" "	69.10	158.87	
	" " 89	Mar. "			
	" " 80,27-8	" "			
	" " 83-2	" "	71.88	170.72	
	" " 80,27-8	Apl. "			
	" " 83-2	" "			
	" " 89	" "	74.70	160.86	

Kelano District

200.48 44.20 .85 16.51

Continued.

Name	Assignment	Month	Amt. paid as Porter	Amount which would have been paid had Sup. 12 been applied.	Difference	
Ben Jones #3, Contd.						
	Trains CH 80, 27-8	May 1919.	$67.98	$164.49		
	" 83-82	" "				
	" 89	" "				
	" 80, 27-8	June "				
	" 83-2	" "				
	" 89	" "	66.90	101.14		
	" 80, 28-8	July "				
	" 83-2	" "				
	" 89	" "	35.86	83.74		
			$709.87	$1512.31	802.44	200.61
Walter Johnson						
	Trains 42-43	March 1919	$24.22	$53.86		
			$24.22	$53.86	29.64	7.41
Charles Lewis						
	Trains 95-96	Dec. 1918.	$16.49	$33.71		
			$16.49	$33.71	17.22	4.30
Louis McDowell						
	Trains CH 89	Feb. 1919.				
	" " 80, 27,8	" "				
	" " 83-2	" "	$46.85	$107.82		
	" " 89	Mar. "				
	" " 80, 27-8	" "				
	" " 83-2	" "	72.41	170.84		
	" " 89	Apl. "				
	" " 80, 27-8	" "				
	" " 83-2	" "				
	" " 43-2	" "	51.42	132.50		
	" " 89	May "				
	" " 80, 27-8	" "				
	" " 83-2	" "	65.12	157.75		
			$235.80	$568.91	333.11	83.27
Mose O'Neal						
	Trains CH 89	May 1919				
	" 80, 27-8	" "				
	" 83-2	" "	$7.01	$16.84		
			$7.01	$16.84	9.83	2.45
Frank Studymire						
	Trains CH 89	Nov. 1918				
	" " 80, 27-8	" "				
	" " 83-2	" "	$73.18	$149.28		
	" " 89	Dec. "				
	" " 80, 27-8	" "				
	" " 83-2	" "	71.08	153.67		
	" " 89	Jan. 1919				
	" " 80, 27-8	" "				
	" " 83-2	" "	72.60	171.84		
	" " 89	Feb. "				
	" " 80, 27-8	" "				
	" " 83-2	" "	71.43	153.87		
	" " 89	Mar. "				
	" " 80, 27-8	" "				
	" " 83-2	" "	68.00	164.49		
	" " 89	Apl. "				
	" " 80, 27-8	" "				
	" " 83-2	" "	72.68	169.48		

Continued.

Continued from page #3.

Name	Assignment	Month	Amt. Paid as Porter	Amount which would have been paid had Sup. 12 been applied.		
Frank Studymire--Contd.						
Trains	CH 89	May 1919.	$			
"	" 80, 27-8	" "				
"	" 83-2	" "	$61.23	$153.49	Difference	
"	" 89	June "				
"	" 80, 27-8	" "				
"	" 83-2	" "	73.23	170.48		
"	" 89	July "				
"	" 80, 27-8	" "				
"	" 83-2	" "	36.10	82.24		
	"		$599.53	$ 1468.84	869.31	217.32
Tim Thomas						
Trains	CH 89	July 1919.				
"	" 80, 27-8	" "				
	" 83-2	" "	$7.22	$16.34		
			$7.22	$16.34	9.12	
Hugh Williams						
Trains	42 & 43	July 1918.	$ 6.46	$10.52		
"	95 & 96	Dec. "	12.35	22.47		
"	95 & 96	Jan 1919.	73.75	160.87		
"	95 & 96	Feb. "	67.84	131.36		
"	95 & 96	Mar. "	36.91	80.43		
			$197.31	$405.65	208.34	57.08
Lutty Lucas						
Trains	42 & 43	Jan. 1919.	$49.15	$114.91		
			$49.15	$114.91	65.40	16.35

Calculated 2.28 Distrib

788504

Name	Assignment	Month	Amount paid As Porter	Amount which would have been paid had Sup. 12 been applied.	Difference	
Wm. Anderson						
	Trains 27-28	June 1918	$ 55 90	$ 96 24		
	"	July "	62 50	111 05		
	"	Aug "	58 58	104 12		
	"	Sept "	65 61	112 85		
	"	Oct "	38 16	66 63		
	85-89	March 1919	11 24	26 38		
			$ 291 99	$ 517 27	225.28	56.32
Simon Austin						
	Trains 27-28	Jan 1919	$ 44 71	$ 94 72		
	"	Feb "	53 59	102 55		
	"	Mar "	39 77	83 89		
	"	Apr "	64 58	132 46		
	"	May "	62 50	132 46		
			$ 265 15	$ 546 08	280.93	70.23
Arthur Anderson						
Trains 80-82-83-84-85-89						
		Jan 1919	$ 55 42	$ 109.26		
	"	Feb "	71 26	128 14		
		Mar "	5 38	13 19		
			132 06	$ 250 59	118.53	29.63
Rudolph Belcher						
Trains 80-82-83-84-85-89						
		June 1918	$ 64 85	$ 127 20		
	"	July "	61 82	121 66		
	"	Aug "	56 20	110 60		
	"	Sept "	58 72	110 60		
	"	Oct "	51 10	80 54		
	"	Nov "	64 85	122 15		
	"	Dec "	65 75	130 52		
	"	Jan 1919	34 20	80 16		
	"	Feb "	27 68	56 71		
	"	Mar "	67 53	169 38		
	"	Apr "	72 98	158 32		
	"	May "	64 63	151 72		
	"	June "	61 74	138 53		
	"	July "	30 91	72 56		
			$ 782 96	$ 1630 65	847.69	211.92
Orange Baker						
Trains 80-82-83-84-85-89						
		Jan 1919	$ 11 20	$ 26 38		
		Feb "	$ 40 00	$ 85 75		
			$ 51 20	$ 112 13	60.93	15.23
W. C. Brown						
Trains 80-82-83-84-85-89						
		Mar 1919	$ 14 00	$ 19 79		
	"	May "	8 43	32 98		
			$ 22 43	$ 52 77	30.34	7.58
Will Daniels #7						
Trains 80-82-83-84-85-89						
		June 1918	$ 64 60	$ 121 56		
	"	July "	64 60	132 72		
	"	Aug "	64 85	127 66		
	"	Sept "	64 60	127 19		
	"	Oct "	28 00	55 30		
			$ 286 65	$ 555 43	268.78	

Name	Assignment	Month	Amount Paid As Porter	Amount which would have been paid had Sup. 12 been applied	Difference	
Joe Ellis						
	Trains 27-28	July 1918	$ 2 08	$ 3 79		
	"	Aug "	2 08	3 79		
			$ 4 16	$ 7 58	3.42	.85
Tom Ellison						
Trains 80-82-83-84-85-89		Dec "	$ 19 20	$ 39 18		
	"	Jan 1919	27 86	66 96		
			$ 47 76	$ 106 14	58.38	14.59
Louis Fleming						
	Trains "	Dec 1918	$ 20 16	$ 39 66		
	"	Jan 1919	11 01	26 88		
			$ 31 17	$ 66 54	35.37	8.84
John Fields						
	Trains 27-28	Feb 1919	$ 2 31	$ 4 41		
	"	Oct 1918	6 24	11 10		
		Mar 1919	41 44	70 64		
			$ 49 99	$ 81 74	31.75	7.93
Simon Green						
Trains 80-82-83-84-85-89-		Oct 1918	$ 47 60	$ 94 01	46.41	11.60
C. G. Gardner						
	Trains "	June 1918	$ 64 60	$ 121 68		
	"	July "	64 60	132 73		
	"	Aug "	64 60	127 20		
	"	Sept "	52 86	99 54		
	"	Oct "	36 40	71 90		
	"	Nov "	64 60	127 20		
	"	Dec "	45 72	89 91		
	"	Jan 1919	54 07	132 43		
	"	Feb "	18 70	39 58		
	"	Mar "	63 43	151 72		
	"	Apr "	70 40	78 52		
	"	May "	64 50	m145 12		
	"	June "	5 86	13 19		
			$ 670 34	$ 1321 72	651.38	162.84
J.J. Griffin						
	Trains "	Oct 1918	$ 24 33	$ 50 24		
	"	Nov "	64 60	$ 121 66		
	"	Dec "	19 65	38 71		
			$ 108 58	$ 210 61	102.03	25.50

Name	Assignment	Month	Amt. Paid as Porter	Amount which would have been paid had Spp. 12 been applied.		Difference
Fred Harris #1.						
Trains	Jax-Pt.T.	Aug.1918.	$19.67	$ 38.71		
"	CH 83-2	Nov. "	2.37	4.86		
"	Jax-Pt.T.	Jan.1919.	17.36	4o.58		
"	CH 80,27-8	Apl. "				
"	" 83-2	" "				
"	" 89	" "	35.83	83.74		
"	" 80,27-8	May "				
"	" 83-2	" "				
"	" 89	" "	6.50	14.14		
"	" 27-8	Jun. "	64.64	132.46		
"	" "	Jul. "	32.32	66.23		
"			$178.69	$380.81	202.12	50.53
Frank Harrell						
Trains	Jax-Pt.T.	Aug. 1918.	$ 2.08	$ 5.53		
			$ 2.08	$ 5. 53	3.45	.86
Raymond B. Henry						
Trains	Jax-Pt. T.	Jul. 1919.	$29. 40	$ 65. 96		
			$29. 40	$ 65. 96	36.56	9.14
J. B. Johnson						
Trains	Jax-Pt.T.	Jun. 1918.	$32.34	$ 60.83		
"	"	Jul. "	64.60	127.20		
"	"	Aug. "	64.60	132.73		
"	"	Sept. "	58.70	110.60		
"	"	Oct. "	32.53	66.83		
"	"	Nov. "	64.60	121.67		
"	"	Dec. "	64.60	127.20		
"	"	Jan. 1919.	20.16	47.17		
"	"	Feb. "	67.53	151.72		
"	"	Mar. "	7.74	19.79		
"	"	May "	58.00	131.93		
"	"	Jun. "	64.68	145.12		
"	"	Jul. "	32.28	79.16		
			$632.36	~~$1,634.95~~ 1,321.95	689.59	172.39
Rufus Jones						
Trains	27-28	Aug. 1918.	$2.08	$ 3.70		
			$2.08	$ 3.70	1.62	.40

363665

Name	Assignment	Month	Amt. Paid as Porter	Amount which would have been paid had Sup. 12 been applied.	Difference	
Ike King						
Trains	Jax-Pt.T.	Feb. 1919.	$27.68	$59.37		
"	"	Mar. "	67.41	164.92		
"	"	Apl. "	58.96	132.43		
"	"	Jun. "	44.35	98.95		
"	"	Jul. "	25.29	59.37		
			$223.69	$515.04	291.35	75.33
Joe Lovett						
Trains	27-28	Oct. 1918.	$ 4.16	$ 7.40		
			$ 4.16	$ 7.40	4.16	104
Jas. Marshall						
Trains	Jax-Pt.T.	Feb. 1919.	$46.39	$99.45		
"	"	Mar. "	5.16	13.19		
			$51.55	$112.64	61.09	15.27
Robt. McIntyre						
Trains	Jax-Pt.T.	Oct. 1918.	$			
"	27-28	" "	$34.12	$64.67		
"	"	Nov. "	65.36	112.48		
"	"	Dec "	66.64	118.55		
"	Jax-PtT.	Jan. 1919	64.58	158.32		
"	"	Feb. "	67.67	145.12		
"	"	Mar "	47.10	118.74		
			$345.47	$717.88	372.41	93.10
Andrew McDay						
Trains	27-8	Jan 1919.	$ 8.33	$17.66		
"	Jax-Pt.T.	" "	$ 4.89	$13.19		
			$13.22	$30.85	17.63.	4.40
Joe Norwood						
Trains	Jax-Pt.T.	June 1918	$17.64	$33.18		
"	"	July "	$ 5.62	$11.06		
			$23.26	$44.24	20.98	5.24
Geo. Oliver						
Trains	Jax-Pt.T.	Feb. 1919	$43.06	$92.35		
"	27-28	Mar. "	22.91	72.56		
"	Jax-Pt.T.	Apl. "	11.50	26.38		
"	"	May "	26.90	65.96		
			$104.37	$257.25	152.88	38.22
Conyers Parks						
Trains	Jax-Pt.T.	June 1918.	$64.60	$127.20		
"	"	July "	64.60	127.20		
"	"	Aug. "	53.39	105.07		
"	"	Sept. "	64.60	127.20		
"	"	Oct. "	56.20	110.60		
"	"	Nov. "	64.60	127.20		
"	"	Dec. "	59.77	117.56		
"	"	Jan 1919.	64.72	152.22		
"	"	Feb. "	71.50	153.22		
"	"	Mar. "	65.16	159.32		
"	"	Apl. "	70.45	158.32		
"	"	May "	64.63	152.22		
"	"	June "	64.88	151.72		
"	"	July "	30.91	72.56		
			$860.01	$1841.61	981.60	245.40

Page #2.

Name	Assignment	Month	Amt. Paid as Porter.	Amount which would have been paid had Sup. 12 been applied.	Difference	
Ed. Perkins						
	Trains Jax-Pt.T.	June 1918	$32.30	$60.83		
			$32.30	$60.83	28.53	7.13
Jim Robinson #16						
	Trains Jax-Pt.T.	Oct. 1918.	$ 5.38	$ 11.06		
			$ 5.38	$ 11.06	5.68	1.42
W. L. Roberts						
	Trains Jax-Pt.T.	Mar. 1919.	$25.29	$59.37		
	" "	Apl. "	53.38	125.33		
	" "	June "	59.00	138.53		
	" "	July "	30.91	72.56		
			$168.58	$395.79	227.21	56.80
Sherman Sanders						
	Trains Jax-Pt.T.	June 1918	$64.60	$127.20		
	" "	July "	59.00	116.13		
	" "	Aug. "	28.10	55.30		
	" "	Sept. "	14.81	29.07		
	" "	Oct. "	25.29	49.77		
	" "	Nov. "	56.74	166.60		
	" "	Dec. "	14.05	27.65		
	" Jax-St.P.	Dec 1918	5.87	12.26		
	" Jax-Pt.T.	Jan 1919	33.85	79.66		
	" "	Feb. "	67.92	145.62		
	" "	Mar. "	41.72	105.54		
			$411.94	$ 964.80	552.86	138.21
L. Starling						
	Trains Jax-Pt.T.	June 1918.	$64.60	$127.20		
	" "	July "	47.77	94.01		
	" "	Aug. "	64.60	132.73		
	" "	Sept. "	64.60	121.66		
	" "	Oct. "	64.60	132.73		
	" "	Nov. "	52.92	99.54		
	" "	Dec. "	65.61	134.63		
	" "	Jan. 1919	48.40	113.64		
	" "	Feb. "	71.50	153.22		
	" "	Mar. "	77.52	158.32		
	" "	Apl. "	67.43	158.32		
	" "	May "	64.81	158.82		
	" "	June "	65.18	146.12		
	" "	July "	32.28	$ 79.16		
			$851.82	$1810.10	958.28	239.57
J. B. Smith						
	Trains 27-28	June 1918.	$ 8.60	$14.80		
			$ 8.60	$14.80	6.20	1.55
Frank Sparks						
	Trains CH 83-2	July 1918	$ 2.08	$4.39		
			$ 2.08	$4.39	2.31	.57
W. E. Shackelfoot						
	Trains Jax-Pt.T.	Mar. 1919.	$22.40	$52.77		
	" "	Apl. "	70.45	158.32		
	" "	May "	64.63	151.72		
	" "	June	64.93	145.62		
	" "	July	21.77	6.59		
	" CH 89	"		19.79		
	" " 80, 27-8	"		23.29		
	" " 83-2	"		13.19		
			$244 18	571.29		

Page #3.

Name	Assignment	Month	Amt. Paid as Porter	Amount which would have been paid had Sup. 12 been applied.	Difference	
A. D. Taylor						
Trains	Jax-Pt.T.	June 1918.	$ 47.04	$ 88.48		
"	"	July "	64.60	127.20		
"	"	Aug. "	42.15	82.98		
"	"	Sept. "	66.70	129.10		
"	"	Oct. "	65.65	129.10		
"	"	Nov. "	53.39	105.07		
"	"	Dec. "	50.58	99.54		
"	"	Jan. 1919.	50.49	118.74		
"	"	Mar. "	61.13	146.12		
"	"	Apl. "	67.43	158.32		
"	"	May "	34.97	86.02		
"	"	June "	64.68	134.39		
"	"	July "	29.59	72.56		
			$698.40	$1497.59	799.19	199.79
Joe Thomas #4.						
Trains	27-28	Aug. 1918.	$ 2.08	$ 3.70		
			$ 2.08	$ 3.70	162	.40
Amos Wiggs J						
Trains	Jax-Pt.T.	Dec. 1918.	$48.83	$ 94.48		
"	"	Jan. 1919.	30.80	72.56		
"	27-28	" "	9.34	19.66		
"	Jax-Pt.T.	Feb. "	61.65	138.53		
"	"	Mar. "	48.05	118.74		
"	"	Apl. "	67.43	158.32		
"	"	May "	62.07	145.62		
"	"	June "	28.10	65.96		
			$356.27	$813.87	467.60	118.90
Fred Williams						
Trains	27-28	Jan. 1919.	$ 4.17	$ 8.83		
"	Dirts.Spl.	" "	8.32	15.96		
"	27-28	Mar. "	8.32	17.66		
			$20.81	$42.45	21.64	5.41
Nathan Williams						
Trains	27-28	Feb. 1919.	$ 9.24	$ 17.66		
"	Jax-Pt.T.	Mar. "	25.29	59.37		
"	"	Apl. "	67.43	158.32		
"	"	May "	8.43	19.79		
"	"	Jul. "	5.62	13.19		
			$116.01	$268.33	152.32	38.08
Will Walker #6						
Trains	Jax-Pt.T.	Jul. 1918.	$18.83	$ 38.71		
"	"	Aug. "	56.20	110.60		
"	"	Sept. "	62.07	122.13		
"	"	Oct. "	38.61	77.42		
"	"	Nov. "	24.21	49.77		
"	"	Dec. "	37.29	73.32		
			$237.21	$471.95	234.74	58.68
John H. Wade #1						
Trains	Jax-Pt.T.	Sept. 1918	$ 5.88	$11.06		
"	"	Oct. "	21.52	44.24		
"	CH 83-2	Nov. "				
"	" 89	" "				
"	" 80, 27-8	" "	36.55	74.64		
			$63.95	$129.94	65.99	14

SEABOARD AIR LINE RAILWAY COMPANY

LAW DEPARTMENT

115-2

JAMES F. WRIGHT,
GENERAL SOLICITOR
SMITH R. BRITTINGHAM,
LEAVEN B. PLUMMER,
SOLICITORS.

Norfolk, Va., October 8, 1921.d

54919-F

Train porters suits - Back time under G. O. 27, Sup. No. 12.

DIVISION OF LAW
OCT 10 1921

Mr. A. A. McLaughlin, General Solicitor,
United States Railroad Administration,
Washington, D. C.

Dear Sir:-

I beg to acknowledge your letter of October 7th referring to the information requested by you in connection with the claims of colored train porters employed by the Seaboard during Federal control who are claiming back time under General Order 27 and Supplement #12. The compilation of the data has involved a great amount of accounting. The Auditing Department has made every effort to expedite the work, but by reason of the pressure of current matters has been unable to complete it. I was advised yesterday, however, that they will be able to give me Monday an approximation of the amount due each man, and that the itemized statements showing the exact amounts will be ready some time during the latter part of next week. As soon as I have the statements of the approximate amounts I shall let you know, following this information with the itemized statements as soon as possible.

Yours very truly,

James F. Wright.

General Solicitor.

a.

Southern Railway System

115-2

Law Department.

EDWARD COLSTON,
GENERAL SOLICITOR.
GEORGE HOADLY,
ASSISTANT GENERAL SOLICITOR.

Cincinnati, Ohio

October 7, 1921.

OCT 10 1921

Train Porters Back Time.

Mr. J. P. Shea,
General Claim Agent US RR Administration,
Washington, D. C.

Dear Sir:

Under date of 22nd ult I wrote you with reference to claims presented against the C N O & T P Ry and asking for instructions as to the course to be pursued with reference to their disposition.

Ten of these claims are in the hands of an attorney at Chattanooga, Tenn. He has again written to know whether the claims will be settled on the twenty-five per cent basis as, if they are not, he intends to bring suit.

I shall be glad to have your instructions as to the course to be pursued at your early convenience.

Very truly yours,

Edward Colston

General Solicitor.

Crossed letter of Oct 1.

File

aw

October 7, 1921. 1152

Claims of colored porters for alleged back pay.

—

Dear Sir:

I am still in need of the information requested in my letter of July 27, 1921, in reference to claims of 136 colored porters alleged to have been employed on Atlantic Coast Line during Federal control, and who claim they were entitled to compensation as brakemen under the provisions of Supplement 12 to General Order 27. They claim they were paid on the basis of being porters.

If you can do anything to hasten the furnishing of this information, I will be greatly obliged.

Respectfully yours,

AAM:MW

General Solicitor.

Mr. Geo. B. Elliott, V. P. & G. C.,
Atlantic Coast Line RR Co.,
Wilmington, N. C.

October 7, 1921.

Claim of colored porters for alleged back pay.

--

Dear Sir:

I am still without the information requested in my letter of July 27, 1921, in reference to colored porters employed by the Seaboard Air Line Railroad during Federal control, who are presenting claims for additional compensation which they say is due them under Supplement 12 to General Order 27. If there is anything you can do to hasten the furnishing of the information desired, I will appreciate your doing so.

Very truly yours,

AAM:MW

General Solicitor.

Mr. Jas. F. Wright,
General Solicitor,
Seaboard Air Line Ry.,
Norfolk, Va.

115-32

Southern Railway System

Law Department.

1300 Pennsylvania Avenue

Washington, D.C.

L. E. JEFFRIES,
VICE PRESIDENT & GENERAL COUNSEL.
S. R. PRINCE,
GENERAL SOLICITOR.
CHARLES CLARK,
SOLICITOR.

Oct. 5, 1921

DIVISION OF LAW
27699
OCT 6 1921

Mr. A. A. McLaughlin,
General Solicitor,
U. S. R. R. Administration,
Washington, D. C.

Dear Mr. McLaughlin:

The Court of Appeals of the District on October 3rd granted a Writ of Error in Arthur Dick v. Director General, the porter case tried in the District courts last July. I am not at all sorry the Court of Appeals has decided to review the case. Do not think they can reverse it because of any error prejudicial to the plaintiff committed on the trial. We will have the opportunity of making the point on jurisdiction and before a court whose decision will be controlling on all of the cases within the District, and certainly of considerable weight as to those within other jurisdictions. I have great confidence in that point and I am rather glad to be able to make it before the Court of Appeals. I shall keep you informed.

Yours very truly,

Charles Clark
Solicitor.

October 1st, 1921.

Dear Sir:

Referring to your letter of September 22nd, 1921, relative to train porter cases, this will be your authority to make settlements as heretofore authorised by the Railroad Administration and as set forth in Paragraph 2 of your letter.

Yours very truly,

General Solicitor.

Mr. R. Colston, General Solicitor,
Southern Railway System,
Cincinnati, Ohio.

AW/L

UNITED STATES RAILROAD ADMINISTRATION

JAMES C. DAVIS
DIRECTOR GENERAL OF RAILROADS AND AGENT OF THE PRESIDENT
WASHINGTON

DIVISION OF LAW
A. A. McLAUGHLIN, GENERAL SOLICITOR

September 29, 1921

MEMORANDUM FOR MR. ROBINSON:

In order that we may make appropriate reply to letter of September 22nd from the General Solicitor of the C.N.O. & T.P. RR., will you kindly let me have file copy of letter recently sent to Mr. Prince of the Southern authorizing compromise settlement in train porters cases.

A. W.

~~General Solicitor.~~

AW:MPM

September 29, 1921

MEMORANDUM FOR MR. ROBINSON:

In order that we may make appropriate reply to letter of September 22nd from the General Solicitor of the C.N.O. & T.P. RR., will you kindly let me have file copy of letter recently sent to Mr. Prince of the Southern authorizing compromise settlement in train porters cases.

AW

~~General Solicitor.~~

AW:MPM

September 29, 1921

MEMORANDUM FOR MR. ROBINSON:

Please advise whether we have a short line contract or waiver of claim for the Paris and Mt. Pleasant Railroad?

GENERAL SOLICITOR.

AW:MPM

September 29, 1921 115-2

Dear Sir:

Referring to your letter of September 26th, 1921 addressed to the Director General, I beg to advise you that the matter concerning which you write is being handled by Mr. McLaughlin who is at the present time out of the city. However, he will return on next Monday morning, when your letter will be brought to his attention.

Very truly yours,

A. W.

~~General Solicitor.~~

Mr. John L. Long, Attorney,
Mutual Building,
Richmond, Va.,

AW:MPM

115-2

JOHN L. LONG
ATTORNEY-AT-LAW
MUTUAL BUILDING
RICHMOND, VIRGINIA

September 26, 1921.

Mr. James C. Davis,
Director General,
18th Street & Pennsylvania Av., N W,
Washington, D. C.
Attention of Mr. A. A. McLaughlin:

Dear Sir;

For your information I am enclosing copy of claims submitted today to Mr. A. C. Needles, General Manager, Norfolk & Western Railway Co., on behalf of Grant Cobb and R. H. Reese. These are colored men employed during the period in question on N & W passenger trains running between Richmond and Norfolk, Virginia, operating over Atlantic Coast Line RR tracks between Richmond and Petersburg.

I am informed that the N & W paid all of its men in the same class with Cobb and Reese who run on its main line trains in accordance with the order of Article VI and Supplement No. 12, G. O. No. 27, and are still paying those men on its main line brakemen's pay, but have made an exception in the cases of Cobb and Reese and have refused to allow them brakemen's pay for any time.

I have been relying upon settlement of the Seaboard claims to help me in meeting some obligations this month. Isn't there any possible way of hurrying that matter along ?

Very truly yours,

John L. Long

JOHN L. LONG
ATTORNEY-AT-LAW
MUTUAL BUILDING
RICHMOND, VIRGINIA

September 26, 1921.

Mr. A. C. Needles,
General Manager,
Norfolk & Western Ry Co.
Roanoke, Va.

Dear Sir;

In Re Claims of Grant Cobb and R. H. Reese for back pay under Article VI of General Order No. 27 and Supplement No. 12 to General Order No. 27.

For some time past I have been in negotiation with the Director General's office for settlement of claims of Atlantic Coast Line and Seaboard Air Line Railroad train porters for back pay, with Article VI of General Order No. 27 and Supplement No. 12 to General Order No. 27 as the basis of those claims.

Incidental to my representation of those men Grant Cobb and R. H. Reese have applied to me to represent them in similar claims for services performed on the Norfolk & Western Railroad within the period from June 1, 1918 to February 29, 1920. My estimate of the amount due Grant Cobb, made from information furnished by him, for the period mentioned is $1518.20; my estimate of the amount due R. H. Reese, for the same period, $1498.40. These results were reached as follows:-

Grant Cobb.

June 1, 1918 to December 31, 1918, 7 mo. at $134.40, brakeman's rate,		$ 940.80
January 1, 1919 to February 29, 1920, 14 mo. at $174.00, brakeman's rate,		2436.00
Total,		3376.80
Less 2 days lost in 1918 at $4.48, bkman's rate,	$8.96	
Amount earned at brakeman's rate		3367.84
June 1, 1918 to October 31, 1919, 17 mo. at $84.90, porter's rate,	$1443.30	
November 1, 1919 to February 29, 1920, 4 mo. at $103.00, porter's rate,	412.00	
Total,	1855.30	
Less 2 days lost in 1918 at $2.83, porter's rate,	5.66	
Amount paid,	1849.64	
Balance due,		$1518.20

JOHN L. LONG
ATTORNEY-AT-LAW
MUTUAL BUILDING
RICHMOND, VIRGINIA

R. H. Reese.

June 1, 1918 to December 31, 1918, 7 mo. at $134.40, brakeman's rate,			$ 940.80
January 1, 1919 to February 29, 1920, 14 mo. at $174.00, brakeman's rate,			2436.00
Total,			$3376.80
Less 14 days lost in 1918 at $4.48, brakeman's rate,		$62.72	
Amount earned at brakeman's rate,			$3314.08
June 1, 1918 to October 31, 1919, 17 mo. at $84.90, porter's rate,	$1443.30		
November 1, 1919 to February 29, 1920, 4 mo. at 103.00, porter's r.,	412.00		
Total,	1855.30		
Less 14 days lost in 1918 at $2.83, porter's rate,	39.62		
Amount paid,	1815.68		
Balance due,			$1498.40

These estimates are based upon the actual mileage made by these men without any allowance for overtime.

I have effected settlement of similar claims for the fourteen train porters of the Richmond, Fredericksburg & Potomac Railroad; I have accepted an offer of compromise made by the Director General of similar claims for train porters of the Atlantic Coast Line and Seaboard Air Line Railroads represented by me.

In submitting these claims to you, I am acting upon a suggestion from the Director General's office in a parallel case.

I would very much appreciate a prompt reply giving me your attitude towards a prompt settlement of these claims.

Very truly yours,

Copy to
Mr. James C. Davis,
Mr. R. D. Asher.

Southern Railway System

Law Department.

115-2

EDWARD COLSTON,
GENERAL SOLICITOR.
GEORGE HOADLY,
ASSISTANT GENERAL SOLICITOR.

Cincinnati, Ohio

September 22, 1921.

SEP 24 1921

Train Porters Back Pay.

Mr. J. P. Shea,
General Claim Agent US RR Administration,
Washington, D. C.

Dear Sir:

On the Cincinnati, New Orleans and Texas Pacific Railroad there are a number of claims presented by various train porters for alleged back pay due under Supplement 12 to General Order No. 27 of the Director General of Railroads, whereby they claim to be entitled to the difference between what they were actually paid and what they would have earned had they been paid at the same rate of wages that brakremen were paid, they claiming that they were required to perform the duties of brakemen and that they should be entitled under the order above referred to to the rate of pay of brakemen. The number of cases involved on the C N O & T P are as follows:-

2 at Somerset, Ky. on which suits have been brought;
10 at Chattanooga, Tenn. on which no suits have been brought;
1 at Birmingham, Ala. for services alleged to have been performed on the C N O & T P, on which no suit has been brought.

So far none of these claims have been settled on the C N O & T P. I was negoaiting for a settlement on the basis of twenty-five per cent of the difference between what they would have earned between June 1, 1918 and July 24, 1919 had Supplement 12 to General Order No. 27 applied to them and the amount which they actually did earn during that period, on which basis I have been informed a number of cases were settled on the Southern Railway.

I was, however, instructed by Mr Victor Lamar Smith, Regional Counsel, that in view of the number of claims of this character which had developed, it had been decided not to settle any more. But I am now advised through the attorney who represents the ten men at Chattanooga that this direction has been withdrawn and that authority has been given, so far as the Southern Railway Lines are concerned, to settle on this basis of twenty-five per cent.

If this is the case and this authority extends to the C N O & T P I should be glad if you would advise me and I will proceed accordingly. If

Southern Railway System

Law Department.

EDWARD COLSTON,
GENERAL SOLICITOR.
GEORGE HOADLY,
ASSISTANT GENERAL SOLICITOR.

Cincinnati, Ohio

not, suits will unquestionably follow which will have to be defended.

Kindly let me have your instruc tions as soon as possible as, if I am compelled to require these people to bring suit, I should like to advise them.

Very truly yours,

Edward Colston

General Solicitor.

SEABOARD AIR LINE RAILWAY COMPANY

LAW DEPARTMENT

JAMES F. WRIGHT,
GENERAL SOLICITOR
SMITH R. BRITTINGHAM,
LEAVEN B. PLUMMER,
SOLICITORS.

115-2

Norfolk, Va., September 23, 1921.d

54919-F

Train porters suits - Back time under G. O. 27, Sup. No. 12.

OFFICE OF LAW
SEP 24 1921

Mr. A. A. McLaughlin, General Solicitor,
United States Railroad Administration,
Washington, D. C.

Dear Sir:-

I enclose herewith a copy of my letter of this date to Messrs. Hill & Adams, the Atlanta Attorneys who are handling all of the porters' claims. This firm has been pressing for some disposition of these cases, and I thought it advisable to apprise them of the fact that their settlement was under consideration in order that they might withhold the filing of suits until the Administration's policy was formulated.

I am expediting as far as possible the preparation of the statements showing the amounts which would be due these men had they been classified as trainmen and hope to let you have the complete data within the next ten days.

Yours very truly,

Jas. F. Wright

General Solicitor.

Form 8%

SEABOARD AIR LINE RAILWAY COMPANY

Norfolk, Va., September 23, 1921.

54919-P

Train porters suits - Back time under G. O. 27, Sup. No. 12.

Messrs. Hill & Adams,
Attorneys At Law,
501-502 Atlanta Trust Company Building,
Atlanta, Georgia.

Gentlemen:-

I beg to acknowledge your letter of September 20th relative to the claims of train porters for back time under General Order #27 and Supplement #12. The Railroad Administration, against which all of these claims lie, has had under consideration for some time the matter of a general settlement of all of these claims upon a common basis. Before coming to a definite decision, however, the Administration officials have found it necessary to collect certain data with reference to the amount of claims outstanding and the collection of this information, by reason of the volume of accounting work, has necessarily taken some time. I understand, however, that the Administration hopes to have sufficient information upon which to base their decision by the end of this month. I am confident, therefore, that I am voicing the wishes of the Administration in requesting that you withhold the filing of suits in these cases for two or three weeks so that the Administration may determine upon a definite policy. I am sending a copy of this letter to the General Solicitor with the request that he expedite as far as possible the handling of these claims so that they may be held in suspense no longer than is absolutely necessary.

Yours very truly,

General Solicitor.

September 9th, 1921.

My dear Mr. Congressman:

Your letter of August 30, 1921, addressed to the Assistant to the Director General, relative to the claim of Monk Norwood, of Birmingham, Ala., has been referred to me for appropriate action. A great many claims of similar character have been presented against the Railroad Administration, and in two instances claims were taken to court and verdict rendered for the Government. Nevertheless, in some cases, we are making small compromise settlements, in order to avoid litigation and other unnecessary expense. The General Solicitor of the Southern Railway has authority to make such a settlement in the Norwood case; and I have no doubt that the m tter will be brought to a conclusion at an early date. I shall be glad to give you any further information in this connection that you may desire.

Yours very truly,

General Solicitor.

Hon. George Huddleston,
House of Representatives,
Washington, D. C.

AW/L

September 9th, 1921.

Dear Sir:

Replying to your letter of August 22, 1921, relative to the train porter suits, this will be your authority to make settlements as heretofore authorized by the Railroad Administration, and as set forth in your letter.

Yours very truly,

General Solicitor.

Mr. S. H. Prince, General Solicitor,
Southern Railway System,
Washington, D. C.

AW/L

115

September 8, 1921.

Dear Sir:

I have your favor of the 6th inst.

I have just returned from my vacation and find that neither the Seaboard Air Line nor the Atlantic Coast Line has furnished the data requested in reference to the train porter cases. I understand the work requires some little time and that on account of the vacation period being on it is difficult to do the extra work with the force remaining on duty with the promptness that would otherwise be the case.

I trust you will bear with them for a reasonable time as I feel sure they are doing all that can reasonably be expected under the circumstances.

Very truly yours,

AAM:MW

General Solicitor.

Mr. John L. Long,
Attorney at Law,
Richmond, Va.

JOHN L. LONG
ATTORNEY-AT-LAW
MUTUAL BUILDING
RICHMOND, VIRGINIA

September 6, 1921.

Mr. McLaughlin;

Greetings, a wish that you have had a very pleasant vacation, and a hope that we can soon get together to work out the details of settlement of the train porter cases.

Sincerely,

John L. Long.

Mr. A. A. McLaughlin,
General Solicitor to the Director General,
18th Street & Pennsylvania Avenue, N W,
Washington, D. C.

Form G-19

FILE NO. ~~115~~ 115-2

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT:

September 3, 1921.

MEMORANDUM for Mr. McLaughlin:

The attached letter from Congressman George Huddleston, relative to claim of Monk Norwood, for back pay while employed on the Southern Railway, refers to Mr. Alvord's memorandum of June 25th.

Will you please advise the Congressman direct the present status of this case.

A. W. Stoll.

DIVISION OF LAW
SEP 6 1921

GEORGE HUDDLESTON, M. C.
DISTRICT ALABAMA

No. 539 HOUSE OFFICE BLDG.
WASHINGTON

101459

Congress of the United States
House of Representatives

Washington, D. C. Aug. 30, 1921.

DIRECTOR GENERAL OF RAILROADS
AUG 31

Assistant to Director General,
United States Railroad Administration,
Washington, D. C.

Dear Sir:

Kindly advise me present status of claim of Monk Norwood, Birmingham, Ala. for back pay as employee of Southern Railway from Jan. 1st, 1918 to Nov. 30th, 1919, about which you wrote me on May 26th, 1921. Kindly advise me as to present status of said claim.

Thanking you I am,

Yours truly,

George Huddleston.
(George Huddleston).

H:H

September 2nd, 1921.

Dear Sir:

In reply to your letter of August 31, 1921, I beg to state that Mr. McLaughlin is out of the city and will not return until Tuesday, September 6th.

Yours very truly,

Mr. John L. Long,
Attorney-at-Law,
Mutual Building,
Richmond, Virginia.

AW/L

JOHN L. LONG
ATTORNEY-AT-LAW
MUTUAL BUILDING
RICHMOND, VIRGINIA

August 31, 1921.

115

Mr. A. A. McLaughlin,
General Solicitor to Director General,
18th & Pennsylvania Avenue, NW,
Washington, D. C.

Dear Sir;

In re Supplement No. 12 and S A L Ry.

Not having heard from you in the above matter, I presume you have not yet had the report requested of Mr. Wright of the Seaboard about July 27, 1921.

Section 205, Transportation Act, 1920, in paragraph second provides, "Such carriers shall, at their expense, upon the request of the President, or those duly authorized by him, furnish all necessary and proper information and reports compiled from the records, made or kept during the period of Federal control affecting their respective lines, and shall keep and continue such records and furnish like information and reports compiled therefrom."

The language of the statute fixes no time within which the information must be furnished, consequently a reasonable time must be allowed.

In view of the fact that the Seaboard was ready for settlement of these claims, or more accurately eighty seven of them, March 4, 1921, I feel that the thirty days that has elapsed since request was made of them for the information is ample time for the compilation of the required report, and I trust you will agree with me and that you will now fix a time limit within which the information must be furnished.

I would very much appreciate it if you will let me hear from you in this.

Very truly yours,

John L. Long

JLL:H

H

H

Southern Railway System

Law Department

1300 Pennsylvania Avenue

Washington, D.C., August 22, 1921.*

115-2

L.E.JEFFRIES,
VICE-PRESIDENT & GENERAL COUNSEL.
S.R.PRINCE,
GENERAL SOLICITOR.
H.O'B.COOPER,
GENERAL ATTORNEY.

B

Mr. A. A. McLaughlin, General Solicitor,
United States Railroad Administration,
Washington, D. C.

Dear Sir:

I think you have an extended file on the subject of what is known as the train porter suits. These suits involve the correct interpretation of Supplement 12 to General Order 27, issued by the Director General of Railroads. The train porters claim that they are entitled to passenger brakemen's pay because they say they performed the duties of passenger brakemen as set forth in said Supplement 12. As a matter of fact, they did to a very large extent perform those duties. We claimed that they were not regularly required to perform the duties and that they performed the duties at the request of and as a favor to the passenger conductor. There were other defences. My personal belief is that if they can make the proof they will win the suits, but it is also my personal belief that a very large percentage of the cases can be defeated on technical grounds and for lack of proof.

At one time the Administration authorized the following settlement:

> Twenty-five per cent of the difference between the amount paid the porter from June 1, 1918, to July 24, 1919, and the total amount that would have been paid him between said dates had Supplement 12 to General Order 27 been applied to him. June 1, 1918, is the date of Supplement 12 and July 24, 1919, is the date when positive instructions were issued by the Operating Department that porters were not to perform the duties of brakemen.

Later a case was won by the Seaboard and that authority to settle was withdrawn after we had settled a large percentage of our cases.

There were seventeen such suits pending in the District Court at Washington. The lawyers representing these porters declined to accept the settlement which had been accepted by the others. We fought out one of these cases and won before the jury. That case is now on appeal.

I have several of these suits pending in various jurisdictions.

The one that is now before me is one at Birmingham, Alabama. I should like instructions as to whether or not the Administration desires to renew the offer of settlement heretofore made as above set forth. If not, we will fight them out as best we may.

Yours very truly,

S R Prince

General Solicitor.

ATLANTIC COAST LINE RAILROAD COMPANY

115-2

OFFICE OF VICE-PRESIDENT AND GENERAL COUNSEL

GEORGE B. ELLIOTT,
VICE-PRESIDENT
AND GENERAL COUNSEL

WILMINGTON, N.C. August 13, 1921. en

Claim of colored train porters for back pay under Supplement No. 12, General Order No.27.

Mr. A. A. McLaughlin, General Solicitor,
United States Railroad Administration,
Washington, D.C..

Dear Sir:-

I acknowledge yours of August 11 and am enclosing copy of letter to Mr. Albright, General Manager, asking for a full investigation of the situation, in accordance with your request. I will advise you as soon as I have a reply from the General Manager.

Yours very truly,

Geo. B. Elliott

Vice President and General Counsel.

Copy to:
Mr. P. R. Albright,
General Manager.

COPY.

ATLANTIC COAST LINE RAILROAD COMPANY.

OFFICE OF THE GENERAL COUNSEL.

GEORGE B. ELLIOTT,
GENERAL COUNSEL.

WILMINGTON, N.C., August 13, 1921 en

Claim of colored train porters for back pay under Supplement No. 12, General Order NO. 27.

Mr. P. R. Albright,

General Manager.

Dear Sir:-

I sent you copy of my letter of the 8th to General Solicitor McLaughlin on this subject. I now enclose copy of his reply, from which you will observe that he anticipates more difficulty in getting rid of this question than we have entertained.

In view of his request, will you kindly have the statement heretofore requested, copyof which I attach, prepared, with especial reference to the situation as indicated in his letter of August 11.

Yours very truly,

Vice President and General Counsel.

Copy to-
Mr. A. A. McLaughlin,
General Solicitor, U.S.R.R.A.,
Washington, D.C..

JOHN L. LONG
ATTORNEY-AT-LAW
MUTUAL BUILDING
RICHMOND, VIRGINIA

August 13, 1921.

AUG 15 1921

115-2

Mr. A. A. McLaughlin,
General Solicitor to Director General,
18th Street & Pennsylvania Avenue, N W,
Washington, D. C.

Dear Sir;

Re Supplement No. 12 and S A L Ry.

About two weeks since we called on Mr. Wright for the data necessary to the adjustment of the train porter claims. In view of the fact that he was ready with this data, presumably, on March 4th last in the cases of all but eleven of the men whose names were submitted to you July 27th, I had hoped that he would have furnished you by this date with the information you require.

Very truly yours,

John L. Long

JLL:H

Mr. Long called and I told him that before we could take these matters up with him, he would have to wait until Mr. Wright furnished the information we wanted.

A. W.

115-2

August 11, 1911.

Claim of colored train porters for back pay under Supplement 12, General Order No. 27.

Dear Sir:

I have your favor of the 8th inst. in reference to above claims. I note reference to the case against the Seaboard Air Line in which a judgment was rendered in favor of the railroad. This case was not tried a few days ago but was tried some five or six months ago, and my understanding of it is that the Government was quite fortunate in obtaining thatresult. A similar case against the Southern was tried at Washington within the last month, also resulting in a verdict in favor of the Government. Mr. Clark of the Southern defended the suit and expected the verdict to be in favor of the plaintiff.

It is our view that the liability will depend upon the facts presented as to whether the porter actually performed the duties of a brakeman. I am advised that in very many cases the porters did regularly perform many of the duties of a brakeman, at times performing practically all of such duties. Whether this was true on the Atlantic Coast Line, I do not know. Our theory has been that we could probably win a considerable number of these cases, but that enough of the men can prove that they actually performed the duties of a brakeman to make the adverse judgments equal to, if not in excess of, those in our favor. I am satisfied that I can settle these cases for less than 25%. If, however, we conclude to defend the cases, we will be obliged to win more than 75% of them to break even with a 25% settlement. For this reason I would appreciate the statement requested; also advice as to whether the porters on your line did actually perform many of the duties of a brakeman, such as throwing switches, flagging trains, testing the air, and the like.

We would dislike to adjust these claims without your approval and in all probability will not do so. I would like the information requested, however, and after obtaining same will probably desire to confer with you personally with reference to the facts developed. The men usually depend on testimony of conductors to establish the fact that they performed brakeman's duties. If not asking too much, I would appreciate your interviewing enough of the conductors with whom these men worked to permit of reaching a general conclusion as to

whether the men generally did perform brakemen's duties. I may suggest that the case against the Southern to which I have referred, is being taken to the District Court of Appeals by the plaintiff. Our attorneys are not over-hopeful of the result. If we conclude to settle these cases, it is my opinion that we should do so before the disposition of the Southern case by the Appellate Court.

Yours very truly,

AAM:MW

General Solicitor.

Mr. George B. Elliott,
Vice President & General Counsel,
Atlantic Coast Line Railroad Company,
Wilmington, N. C.

August 11, 1921.

Peter Holmes, et. al. vs. James C. Davis, Director General of Railroads and Seaboard Air Line Railway.

Dear Sir:

I acknowledge receipt of your favor of the 8th inst. in reference to above suits brought in the Supreme Court of Richmond County, N. C., by seven colored train porters for alleged back pay.

I assume that these suits are of the same character as those described in my letter of July 27th. If such is the case we will desire to settle them in the event we conclude to settle such suits generally. Until I obtain the information requested in my letter of July 27th, however, we will not be able to determine as to whether settlements will be made. We dislike very much to make settlement of these cases unless you approve. I feel satisfied I can settle the claims for less than 25%, especially since the amount involved is as great as indicated in your letter of July 29th. My thought is that this is an appropriate time to make settlement, if we conclude to adopt that course, since you succeeding in winning the suit brought by Mr. Lang against the Seaboard Air Line, Mr. Clark has won in the District Courts a similar case brought against the Southern. I do not believe we can decline to settle these cases because of winning these suits. Each case went to the jury and different juries will return different verdicts. We would have to win more than 75% of the cases to make defending them as advantageous as settling on a 25% basis. If the facts are as I understand them, I would not expect to win so high a percentage of the cases. My own thought is we should use the successes we have already had in getting as low a basis for settlement as possible.

I will be glad to have the information request in my letter of July 27th at your early convenience, and will advise you as promptly as possible as to our conclusion. It may be, however, that I will desire to confer with you personally before arriving at a final conclusion.

Very truly yours,

AAH:MW

General Solicitor.

Mr. James F. Wright, Gen. Sol'r.,
Seaboard Air Line Ry Co.,
Norfolk, V
a.

Form G-18

FILE NO.

115-2

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT:

August 9, 1921.

MEMORANDUM for Mr. McLaughlin:

AUG 10 1921

Referring to your memorandum of August 8th, relative to claim of Monk Norwood, brakeman and porter on the Southern Railway, which was referred to me by Congressman George Huddleston of Alabama:

In accordance with your request I am attaching hereto the Congressman's letter of May 14th, with which he transmitted the claim therein referred to.

Will you kindly attach same to my file which was referred to you under date of June 25th.

A. W. Stoll

115-32

August 1, 1921.

Dear Sir:

I am in receipt of and thank you for your letter of July 29, 1921, advising me of the present status of the case of Arthur Dick v. Director General.

Yours very truly,

General Solicitor.

Mr. Charles Clark, Solicitor,
Southern Railway System,
Washington, D. C.

AW/L

GEORGE HUDDLESTON, M. C.
[illegible] DISTRICT ALABAMA

15-8068

No. 53[illegible] OFFICE BLDG.
WASH[illegible]

Director General of Railroads

HOUSE OF REPRESENTATIVES
WASHINGTON

May 14th, 1921.

U. S. Railroad Administration
RECEIVED
MAY 16 1921
Division of Liquidation Claims

Director Division of Liquidation Claims,
U. S. Railroad Administration,
Washington, D.C.

Dear Sir:-

On behalf of Monk Norwood, Birmingham, Ala. I enclose his claim for balances due him under G. O. 27 as brakeman and porter on Southern Railway from Jan. 1st, 1918 to Nov. 30th, 1919. Said claim is in the form of an affidavit setting up the facts. I beg to ask that you cause came to be given consideration and advise me as to any further steps which claimant should take to get his claim considered.

Thanking you I am,

Yours truly,

George Huddleston

enc

H.

DIRECTOR GENERAL OF RAILROADS
MAY 16 1921

ATLANTIC COAST LINE RAILROAD COMPANY.

OFFICE OF VICE-PRESIDENT AND GENERAL COUNSEL

GEORGE B. ELLIOTT,
VICE-PRESIDENT
AND GENERAL COUNSEL.

WILMINGTON, N.C. August 8, 1921. en

Mr. R.

Claim for back pay under Supplement No.12 to General Order No.27 of 136 colored train porters.

DIVISION OF LAW
AUG 10 1921

115-2

Mr. A. A. McLaughlin, General Solicitor,
United States Railroad Administration,
Washington, D.C..

Dear Sir:-

Replying to your letter of July 27:

Before undertaking the labor of compiling the statistics you desire, I beg to ask your attention to memorandum from Mr. P. R. Albright, General Manager, who was also General Manager during Federal control, referring to this case. This matter has been under consideration for some time and was taken up, as I recall it, by Mr. Long, direct with the representatives of the Director General, after the end of Federal control. Our people are all thoroughly convinced that the claim is unfounded and that the wage supplement was properly administered.

You will observe that Mr. Long had a similar claim against the Seaboard which was tried in Court at Richmond a few days ago; that the Court ruled against him and he lost his case, the Court holding that the application made by the Seaboard was correct. I understand our case is similar. Upon this adverse decision Mr. Long continued his case and it rather looks

now as if he is intending to compromise because he feels that he has no substantial prospect of success in Court.

My recommendation would be that we decline the claim and let our case go to Court also, if he desires to take it there.

Yours very truly,

Geo. B. Elliott

Vice President and General Counsel.

Copy to-
Mr. P. R. Albright,
General Manager.

Form 701

ATLANTIC COAST LINE RAILROAD COMPANY

Wilmington, N.C., August 6th, 1921-fbt

MR. GEO. B. ELLIOTT:-

Referring to attached correspondence received by you from General Solicitor McLaughlin of the United States Railroad Administration, in connection with claim for back pay under Supplement No. 12 to General Order No. 27, in behalf of 136 colored train porters; the case being handled by Attorney John L. Long at Richmond.

In the first place Long cannot have any claim for about 40 of the men shown on his list for the reason that such men being assigned the work of a brakeman were without question paid brakemen's rates from the effective date of Supplement No. 12. He has evidently included them to show his total representation, but their inclusion has no bearing on the claim for back pay.

Next I recommend most strongly against any compromise settlement. Long has no case and he knows it. For that reason he is now trying to secure a settlement on the basis of 25% of the amount of claim, which would indeed net him a substantial sum.

You probably know that this case was set for trial at Richmond on July 21st. A similar case, also in Long's hands, affecting the Seaboard was tried at Richmond a few days ahead of the date set for our case. Long lost the Seaboard case and in view of the Court's instructions to the jury in that case Long could see that he had no hope of winning the Coast Line case, therefore he requested a postponement until November, which we construe to mean that the case will never come up again.

We have no record of the exact amount involved in the claim of these men, and as it is recommended no settlement be made with their attorney, I assume the General Solicitor for the Director General would not care to have the statement worked up. It would take some little time. However, as information, and based on the test case which was to be tried in Richmond, but postponed, and assuming that the claim were to cover about 100 of the 136 train porters listed, for the same period of time as that of the test case, the total amount of money involved would be about $105,000. Long's offer to settle on a 25% basis would mean, therefore, a payment of a little over $26,000.

P. R. Albright-

for Mr. Stoll. August 8th, 1921.

Please refer to memorandum of June 25th, 1921, from Mr. Alvord to Mr. McLaughlin, relative to the claim of Monk Norwood, as brakeman and porter on the Southern Railway. Mr. Alvord refers to certain correspondence from Congressman Huddleston, but does not enclose the letters received from the Congressman. If it is Mr. Alvord's desire that we should make a reply to such letters, will you kindly forward them to us.

General Solicitor.

AW/L

SEABOARD AIR LINE RAILWAY COMPANY

LAW DEPARTMENT

JAMES F. WRIGHT,
GENERAL SOLICITOR
SMITH R. BRITTINGHAM,
LEAVEN B. PLUMMER,
SOLICITORS.

115

Norfolk, Va., August 8, 1921.d

56775-81 -F

B H

DIVISION OF LAW
AUG 10 1921

Peter Holmes et al. v. James C. Davis, DG of RRs, and SAL.

Mr. A. A. McLaughlin, General Solicitor,
United States Railroad Administration,
Washington, D. C.

Dear Sir:-

Referring to my letter of July 29th relating to the settlement of train porters suits, there are now pending in the Superior Court of Richmond County, North Carolina, seven actions brought by these men against the Railroad Administration. While I do not believe that these cases will be called for trial in the immediate future, the complaints have been filed and I should like to have your decision with reference to whether or not settlement shall be offered, and, if so, on what terms, as soon as conveniently possible in order that if it is decided to litigate I shall have ample time in which to advise District Counsel with reference to the preparation of the defense of the actions.

Yours very truly,

James F. Wright

General Solicitor.

a.

August 3rd, 1921.

Dear Sir:

In reply to your letter of August 1, 1921, I beg to advise you that the Railroad Administration is handling train porter matters on the Seaboard Air Line with as much expedition as the circumstances will permit, and I shall be very glad to write you as soon as I have received the data and information which we desire from Mr. Wright of the Seaboard.

Yours very truly,

General Solicitor.

Mr. John L. Long,
Attorney at Law,
Mutual Building,
Richmond, Virginia.

AW/L

115

JOHN L. LONG
ATTORNEY-AT-LAW
MUTUAL BUILDING
RICHMOND, VIRGINIA

August 1, 1921.

DIVISION OF LAW
AUG 2 1921

Mr. A. A. McLaughlin,
General Solicitor to Director General,
18th Street & Pennsylvania Avenue, N W,
Washington, D. C.

Dear Sir;

Re Supplement No. 12 and S A L Ry.

I trust you will have a prompt report from Mr. Wright in the above and that you will be sending me a call in the next few days.

I believe both you and I would like to get this settled and off our calendars by August 15th. Am I too sanguine in hoping we can do it ?

Very truly yours,

John L. Long

JLL:H

M.

SEABOARD AIR LINE RAILWAY COMPANY

LAW DEPARTMENT

JAMES F. WRIGHT,
GENERAL SOLICITOR
SMITH R. BRITTINGHAM,
LEAVEN B. PLUMMER,
SOLICITORS.

115-2

Norfolk, Va., July 29, 1921.d

55367-F
54919-F
56775-F

M. 4

Mr. A. A. McLaughlin, General Solicitor,
United States Railroad Administration,
Washington, D. C.

Dear Sir:-

I have your letter of July 27th enclosing a list of the colored porters whose claims under Supplement No. 12 are being handled by Mr. Long and his estimate of the amount due each of them.

In a recent telephone conversation with Mr. Davis concerning these claims I stated that I could not concur in any proposed settlement for the reason that I felt we were in a position to secure verdicts in a large majority if not in all of the cases. I am still of this opinion.

Claims by the Seaboard porters aggregate some $200,000.00. I cannot tell, of course, how near this comes to the amount which an auditor's statement would show to be owing these men. In the Crump suit such statement indicated that Mr. Long's estimate was approximately correct. If this is the case with every claim the amount to be paid on the proposed 25% basis would be about $50,000.00.

I shall ask the Auditing Department to prepare the requested statements as soon as possible. The force of this Department, however, has been materially reduced, and I doubt whether the necessary data can be collected and placed in proper shape within less than ten days. I should, therefore, appreciate it if, in case it is decided not to proceed with the proposed settlements, and the preparation of the statements becomes unnecessary, you would advise me so that I can relieve the Auditing Department of this work.

Yours very truly,

James F. Wright

General Solicitor.

a

Southern Railway System

Law Department

1300 Pennsylvania Avenue

Washington, D.C., July 29, 1921 - CC/c

115-32

L.E.JEFFRIES,
VICE-PRESIDENT & GENERAL COUNSEL.
S.R.PRINCE,
GENERAL SOLICITOR.
CHARLES CLARK,
SOLICITOR.

Arthur Dick v. Director General.

Mr. A. A. McLaughlin,
General Solicitor,
U. S. R. R. Administration,
Washington, D. C.

Dear Mr. McLaughlin:

On Wednesday the 27th the court denied the plaintiff's motion for a new trial. The next step is by Certiorari to the Court of Appeals. Plaintiff's counsel, I understand, will make an attempt to prevail on the Court of Appeals to review the case.

Yours truly,

Charles Clark
Solicitor.

[redacted]

OFFICE OF VICE-PRESIDENT AND GENERAL COUNSEL

185-2

GEORGE B. ELLIOTT,
VICE-PRESIDENT
AND GENERAL COUNSEL.

WILMINGTON, N.C. July 29, 1921. en

Mr. A. A. McLaughlin, General Solicitor,
United States Railroad Administration,
Washington, D.C..

Dear Sir:-

I acknowledge yours of the 27th, enclosing list of porters said to be employed on Atlantic Coast Line during Federal control, who claim they were entitled to compensation as brakemen under General Order 27, Supplement No.12..

I have asked General Manager Albright for information necessary to predicate an opinion in reply to your inquiry and will reply to you as soon as it is received.

Yours very truly,

Geo. B. Elliott

Vice President and General Counsel.

115-2

July 27, 1921.

Dear Sir:

I hand you herewith list of 136 colored porters said to be employed on the Atlantic Coast Line during Federal control and who claim they were entitled to compensation as brakemen under the provisions of Supplement No. 12 to General Order No. 27. They were paid, as I understand, on the basis of being porters.

These parties are represented by Attorney Long of Richmond, who makes a proposition to accept 25% of the difference between the amount actually paid during the time Supplement No. 12 was in force and the amount that would have been paid had Supplement No. 12 been applied to them.

I will be glad to have you furnish me statement as to the amount actually paid to each of these men during the time Supplement No. 12 was in force and amount that would have been paid to them had Supplement No. 12 been applied to them during such time.

I promised to give Mr. Long an answer at as early a date as possible and will, therefore, appreciate the information requested as soon as you can conveniently furnish same.

I will also appreciate your advice as to whether these claims should be settled and the amount, if any, you think we will be justified in paying. Of course, if settlements are made, I will desire to have same handled under your supervision.

Respectfully yours,

George B. Elliott, Vice President and General Counsel,
Atlantic Coast Line Railroad Company, General Solicitor.
Wilmington, No. Car.

AAM/EC

July 27, 1921.

Dear Sir:

I hand you herewith list of colored porters employed by the Seaboard Air Line Railroad during Federal control who are, through Attorney Long, presenting claim for additional compensation which they say is due them under Supplement No. 12 to General Order No. 27.

Mr. Long is now willing to accept 25% of the difference between the amounts paid these parties and the amounts they would have been paid had Supplement No. 12 been applied to them. The list includes Mr. Long's estimate of the amount due each party.

While I am of the opinion that we cannot accept the offer it may be we can make a counteroffer that will be accepted and permit of an advantageous settlement from the standpoint of the Director General.

I will be glad, therefore, if you will furnish me a statement of the amount actually paid each of these parties during the period to which Supplement No. 12 would have been applicable to these parties, if applicable at all, also the amount that would have been paid to each party if such Supplement had been applied to them.

I am inclined to think an offer of 25%, with a maximum of $500.00, would be accepted by Mr. Long. If his estimate is correct you will note a good many of the claims exceed $2000 and some of them exceed $3000; 25% in such cases would be too much, I think, to pay. It occurs to me, however, that if we can settle the claims under $2000 on a basis of 25% and those of $2000, or over, on a basis of $500.00 in each case, we would be justified in doing so.

I will be glad to have your views, however, as to the wisdom of making settlement and as to the amount that should be paid. I will also be glad to have the information requested at your very early convenience as I have promised to give Mr. Long a definite answer at as early a date as possible. Of course, if settlements are made, we desire same to be handled through you.

Respectfully yours,

General Solicitor.

Mr. James F. Wright,
General Solicitor, Seaboard Air Line,
Norfolk, Va.

AAM/EC

Form G-18

FILE No. 115-2

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

July 20th, 1921

SUBJECT: Train porter cases - Seaboard Air Line Railway

MEMORANDUM for Mr. McLaughlin:

In connection with the attached memorandum relative to train porter cases, I beg to advise that Mr. Clark, Solicitor for the Southern Railway Company, called me on the telephone this afternoon and advised me that the jury had rendered a verdict for the Government in the Dick case, which he has been trying in the Municipal Court of the District of Columbia for about three days.

Mr. Clark stated that in spite of the fact that the Court had ruled against him on all the law points involved, nevertheless, the jury gave us a verdict.

I told Mr. Clark that both you and Mr. Davis would be highly pleased at the result which he obtained in this matter, and that I would inform you both immediately.

A. WARD

AW/J

7/27-21 Mr Clark [illegible] Nothing new but his been assessed [illegible] will be [illegible] of a [illegible] case.

Form G-18

FILE NO.

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

July 20th, 1921

SUBJECT: Train porter cases - Seaboard Air Line Railway

MEMORANDUM for Mr. McLaughlin:

Mr. John L. Long of Richmond, called yesterday morning, and also yesterday afternoon with regard to the train porter cases on the Seaboard Air Line Railroad. Mr. Long stated that he had a compromise offer to make, and when I asked him what it was, he stated that he thought the Administration should pay these porters from June 1, 1918, on the basis of the Labor Board's award, which was made effective May 1st, 1920. Under the Labor Board's award, the train porters received something like $105.00 per month. Under Mr. Long's offer of settlement therefore, we would be paying each of these men who made full time, something over $700.00. I therefore told Mr. Long that this was a sum greater than that which you had turned down on Friday, and that the Administration could not consider this proposition.

Finally, Mr. Long stated that in the Seaboard Air Line cases, he would agree to a settlement of 25% of the difference between what the men actually earned, and what they would have been paid had Supplement No. 12 been applied. He stated that the aggregate of his claims on the Seaboard is somewhere around $160,000.00, therefore a 25% settlement would be in the neighborhood of $40,000.00.

I then told Mr. Long, that before we could take any definite action in the matter we would have to communicate with General Solicitor Wright of the Seaboard Air Line Railroad, inasmuch as Mr. Wright was handling these cases for us. Mr. Long stated that he desired to leave Washington yesterday afternoon and I offered to take the matter up with Mr. Wright over the telephone. I thereupon called up Mr. Wright and put the proposition before him. He stated however, that it was his opinion that the Railroad Administration could ~~specifically~~ maintain its defense in all the train porter cases on the Southern and, therefore, he could not recommend that we make a 25% settlement. I then placed the matter before the Director General, who, later in the day, spoke with Mr. Wright over the telephone and it was agreed between them that the matter should await your return.

At Mr. Davis' instruction, I then asked Mr. Long to let his offer of settlement remain open until your return, and Mr. Long agreed to do this. I told Mr. Long that I would place the matter before you upon your return and that, when you have taken definite action, you will communicate with him.

A. E. W.

A. WARD

AW/J

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT

B545A 13 GOVT

WASHINGTON DC 740P 20

115-2

1921 JUL 20 PM 7 25

A A MCLAUGHLIN 888

CARE J L ERDAHL GENL SOLICITOR MNPLS STPAUL AND SALUT STE MARIE

RAILWAY CO MINNEAPOLIS MINN

JURY TODAY RENDERED VERDICT IN FAVOR OF GOVERNMENT IN DICK TRAIN PORTER CASE

WARD:

So 3769

115-2

July 20th, 1921

Train porter cases - Seaboard Air Line Railway

for Mr. McLaughlin:

In connection with the attached memorandum relative to train porter cases, I beg to advise that Mr. Clark, Solicitor for the Southern Railway Company, called me on the telephone this afternoon and advised me that the jury had rendered a verdict for the Government in the Dick case, which he has been trying in the Municipal Court of the District of Columbia for about three days.

Mr. Clark stated that in spite of the fact that the Court had ruled against him, on all the law points involved, nevertheless, the jury gave us a verdict.

I told Mr. Clark that both you and Mr. Davis would be highly pleased at the result which he obtained in this matter, and that I would inform you both immediately.

A. WARD.

AW/J

File AW

115-2

July 20th, 1921

Train porter cases - Seaboard Air Line Railway

for Mr. McLaughlin:

Mr. John L. Long of Richmond, called yesterday morning, and also yesterday afternoon with regard to the train porter cases on the Seaboard Air Line Railroad. Mr. Long stated that he had a compromise offer to make, and when I asked him what it was, he stated that he thought the Administration should pay these porters from June 1, 1918, on the basis of the Labor Board's award, which was made effective May 1st, 1920. Under the Labor Board's award, the train porters received something like $105.00 per month. Under Mr. Long's offer of settlement therefore, we would be paying each of these men who made full time, something over $700.00. I therefore told Mr. Long that this was a sum greater than that which you had turned down on Friday, and that the Administration could not consider this proposition.

Finally, Mr. Long stated that in the Seaboard Air Line cases, he would agree to a settlement of 25% of the difference between what the men actually earned, and what they would have been paid had Supplement No. 12 been applied. He stated that the aggregate of his claims on the Seaboard is somewhere around $160,000.00, therefore a 25% settlement would be in the neighborhood of $40,000.00.

I then told Mr. Long, that before we could take any definite action in the matter we would have to communicate with General Solicitor Wright of the Seaboard Air Line Railroad, inasmuch as Mr. Wright was handling these cases for us. Mr. Long stated that he desired to leave Washington yesterday afternoon and I offered to take the matter up with Mr. Wright over the telephone. I thereupon called up Mr. Wright and put the proposition before him. He stated however, that it was his opinion that the Railroad Administration could ~~specifically~~ maintain its defense in all the train porter cases on the Southern and therefore, he could not recommend that we make a 25% settlement. I then placed the matter before the Director General, who later in the day spoke with Mr. Wright over the telephone and it was agreed between them that the matter should await your return.

At Mr. Davis' instruction, I then asked Mr. Long to let his offer of settlement remain open until your return, and Mr. Long agreed to do this. I told Mr. Long that I would place the matter before you upon your return and that when you have taken definite action, you will communicate with him.

A. WARD

AW/J

July 20th, 1921.

Dear Sir:

In the absence of Mr. McLaughlin, I beg to acknowledge receipt of your letter of July 18th, 1921. We have not yet received the certified papers which we asked your District Counsel at Richmond to furnish us; however, Mr. Clark, General Solicitor of the Southern, just called this office over the telephone and advised that the jury today rendered a verdict for the Government in the train porter case which he has been trying during the past few days in the Municipal Court of the District of Columbia. It is my impression that in this case the plaintiff had filed a claim with the Division of Labor long prior to July 15, 1920, and that, therefore, the court's jurisdiction was not attacked in this connection.

Your letter will be brought to Mr. McLaughlin's attention upon his return from the West.

Yours very truly,

A. W.

for Mr. McLaughlin.

Mr. James F. Wright, General Solicitor,
Sea Board Air Line Railway Company,
Norfolk, Virginia.

AW/L

SEABOARD AIR LINE RAILWAY COMPANY

LAW DEPARTMENT

JAMES F. WRIGHT,
GENERAL SOLICITOR
SMITH R. BRITTINGHAM,
LEAVEN B. PLUMMER,
SOLICITORS.

115-2

Norfolk, Va., July 18, 1921.d

55367-F
54919-F
56775-F

H

Mr. A. A. McLaughlin, Ganeral Solicitor,
United States Railroad Administration,
Washington, D. C.

Dear Sir:-

I have your wire of July 16th advising that you have requested Messrs. Munford, Hunton, Williams & Anderson to send you, in addition to the certified copy of the decision of the court overruling plaintiff's motion for a new trial previously requested, a certified copy of the court's instruction construing Supplement #12 and also a certified copy of the petition. I trust that District Counsel was able to get these papers to you in time.

As you know, we have a number of these cases pending at Atlanta and recently seven other actions have been brought in the Superior Court of Richmond County at Rockingham, North Carolina. If the Administration adheres to its present policy of resisting these suits it is, of course, probable that they will be litigated. Consequently I should be glad to have the benefit of anything developed by the District of Columbia suit which you think would be of assistance. I should particularly like to know whether the court's jurisdiction was attacked on the ground that compliance with the Administration's orders to submit the claims in proper time to boards of adjustment or other agencies of the Director General was a condition precedent to litigation, and, if so, with what result.

Yours very truly,

James F. Wright.

General Solicitor.

a

July 16th, 1921

File 115-2

Messrs. Mumford, Hunter, Williams & Anderson,
District Counsel,
Seaboard Air Line Railway Company,
Richmond, Virginia

Gentlemen:

I am in receipt of and thank you for your letter of July 15th, 1921, enclosing certified copy of opinion of the Law & Equity Court of the City of Richmond, Virginia, over-ruling motion for a new trial in the Crump case.

Yours very truly,

General Solicitor.

AW/J

Copy to Mr. Jas. F. Wright, Genl. Solicitor,
Seaboard Air Line Railway Company,
Norfolk, Virginia

July 16th, 1921.

File 115-2

Mr. Charles Clark, Solicitor
The Southern Railway System,
Washington, D. C.

Dear Sir:

In accordance with your request, I send you herewith, certified copy of decision of the Law and Equity Court of the City of Richmond, Virginia, overruling motion to set aside the verdict in the case of O. E. Crump, versus John Barton Payne, ~~former~~ Director General of Railroads.

Yours very truly,

General Solicitor.

AW/J
Enclosure

Form G-7

TELEGRAM

2—4406

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

Sent from Washington, D. C., July 16th, 1921

James F Wright General Solicitor
Seaboard Air Line Railway Company
Norfolk Virginia

For your information am sending following telegram to your District Counsel at Richmond Quote Referring to case of Crump versus Director General we desire certified copy of petition and also certified copy of courts instruction referred to in decision overruling motion for new trial Period Would appreciate it if ~~yu~~ you could mail these so that we ~~would~~ may receive them Monday morning for use in case now being tried here Period Your letter of July fifteenth enclosing copy courts decision received today it is noted that clerk in certifying this copy did not attach seal Period Should not this be done if so please send certified copy with seal attached Unquote

A A McLAUGHLIN

TELEGRAM

2—4406

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

Sent from Washington, D. C., July 16th, 1921

Messrs Mumford, Hunter, Williams & Anderson
District Counsel
Seaboard Air Line Railway Company
Richmond Virginia

Referring to case of Crump versus Director General we desire certified copy of petition and also certified copy of courts instruction referred to in decision overruling motion for new trial Period Would appreciate it if you could mail these so that we ~~would~~ will receive them Monday morning foruse in case now being tried here Period Your letter of July fifteenth enclosing copy courts decision received today It is noted that clerk in certifying this copy did not attach seal Period Should not this be done if so please send certified copy with seal attached

A A McLAUGHLIN

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT — GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT COMMERCIAL NAT'L BANK BLDG., 14th & G STS., N. W. WASHINGTON, D. C. ALWAYS OPEN

WESTERN UNION

JUL 16 1921

1152

1921 JUL 15 PM 5 50

B H

E345N CAK

NORFOLK VA 5?7P 15

A A MCLAUGHLIN

GENERAL SOLICITOR UNITED STATES RAILROAD ADMINISTRATION WASHINGTON DC

1974

2

HAVE WIRED DISTRICT COUNSEL TO SEND YOU DIRECT CERTIFIED COPY

CRUMP DECISION

JAMES F WRIGHT.

1921 JUL 12 AM 2 42

Form 1200

CLASS OF SERVICE DESIRED	
Telegram	
Day Letter	
Night Message	
Night Letter	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Receiver's No.
Clerk
Time Filed

Send the following message, subject to the terms on back hereof, which are hereby agreed to

115-2

Norfolk, Va., July 15, 1921. 4:30 PM

W. U. FRANK 31772

A. A. McLaughlin,
General Solicitor,
United States Railroad Administration,
Washington, D. C.

Have wired District Counsel to send you direct certified copy Crump decision.

James F. Wright.

Confirmation by mail.

Form G-84

File

TELEGRAM

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SENT FROM: Washington, D.C.,
July 14, 1921.

To
C.S.Lake Assistant President
Chesapeake & Ohio Railway Co
Richmond Virginia

If convenient would appreciate your presence in Washington tomorrow morning July fifteenth in connection with train porter suits which will be tried in Municipal Court of District of Columbia at ten o'clock Would like to see you personally if possible about nine o'clock tomorrow morning

A. A. McLAUGHLIN
General Solicitor.

OFFICIAL BUSINESS.
GOVERNMENT RATES.
CHARGE DIRECTOR GENERAL OF RAILROADS, DIVISION

LAW

2—9676

FORM 8

SEABOARD AIR LINE RAILWAY COMPANY

Richmond, Va., July 15, 1921.

Mr. A. A. McLaughlin, General Solicitor,
United States Railroad Administration,
Washington, D. C.

Dear Sir -

In accordance with request of Mr. James F. Wright, we enclose herewith certified copy of the opinion of the Law and Equity Court of this city overruling motion for a new trial in the Crump suit, which he advises us you desire for use in similar suit in the District of Columbia tomorrow.

Very truly yours,

Murphy, Hunter, Williams & Anderson

f- District Counsel.

CC- Mr. James F. Wright,
General Solicitor,
Norfolk, Va.

Form G-7

TELEGRAM

115-✓

2—4406

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

Sent from Washington, D. C., July 15th, 19 21

JAMES F WRIGHT GENERAL SOLICITOR
SEABOARD AIR LINE RAILWAY
NORFOLK VIRGINIA

WE DESIRE FOR USE IN TRAINPORTER CASE NOW BEING TRIED IN DISTRICT OF COLUMBIA A CERTIFIED COPY OF DECISION OF COURT IN CRUMP CASE OVERRULING MOTION FOR NEW TRIAL WOULD APPRECIATE IT IF YOU WOULD HAVE CERTIFIED COPY MAILED ME TODAY SO THAT WE WILL RECEIVE IT TOMORROW MORNING

A A McLAUGHLIN

AW/J

SEABOARD AIR LINE RAILWAY COMPANY

LAW DEPARTMENT

JAMES F. WRIGHT,
GENERAL SOLICITOR
SMITH R. BRITTINGHAM,
LEAVEN B. PLUMMER,
SOLICITORS.

DIVISION OF LAW
JUL 14 1921

115-2

Norfolk, Va., July 12, 1921.d

54919-F

Train porters suits - Back time under G. O. 27, Sup. No. 12.

Mr. A. A. McLaughlin, General Solicitor,
United States Railroad Administration,
Washington, D. C.

Dear Sir:-

I have your letter of July 11th, file 115-2, relating to the above matter, and shall be guided accordingly. As soon as I hear what action the plaintiffs' attorneys take I shall advise you promptly.

Yours very truly,

James F. Wright

General Solicitor.

a.

July 11th, 1921.

File 115-2

Mr. James P. Wright, General Solicitor,
Seaboard Air Line Railway Company,
Norfolk, Virginia

Dear Sir:

I am in receipt of your letter of June 25th, 1921, relative to the six train porter suits.

As I understand it, our original offer of settlement was 25% of the difference between the amount earned and the amount which would have been paid had Supplement #12 been applied; and I feel, therefore, that we should adhere to the actual difference, and base our offer on the revised total of $1,122.18 in these six cases.

We are having considerable difficulty with similar train porter suits on other roads, and I do not like at this time, to go above 25% of the actual difference in these six cases, as such action would embarrass us in the other cases.

In case the claimant's attorneys still refuse to accept 25% of the actual difference, I wish you would advise me, and also keep me informed as to the progress of the matter.

Thanking you for the attention which you are giving these cases, I am

Yours very truly,

General Solicitor.

AW/J

SEABOARD AIR LINE RAILWAY COMPANY

LAW DEPARTMENT

JAMES F. WRIGHT,
GENERAL SOLICITOR
SMITH R. BRITTINGHAM,
LEAVEN B. PLUMMER,
SOLICITORS.

115-2

Norfolk, Va., June 25, 1921.d

54919-F

m

b

Train porters suits - Back time under G. O. 27, Sup. No. 12.

DIVISION OF LAW
JUN 28 1921

Mr. A. A. McLaughlin, General Solicitor,
United States Railroad Administration,
Washington, D. C.

Dear Sir:-

Referring to our previous correspondence with reference to the six suits brought by Atlanta train porters for back time under General Order 27 and Supplement #12, your file 115-2, I have just been advised by District Counsel that plaintiffs' attorneys have definitely rejected our final offer. You will recall that our determination to settle these suits was induced by our commitment to this course prior to the trial of the Crump suit in Richmond. In the course of negotiations with the plaintiffs' attorneys some difficulty was encountered in preparing the statements showing the amounts due the plaintiffs under the terms of the proposed settlement. The first of these statements which was communicated to the plaintiffs' attorneys indicated a total amount due on all six claims of $1486.41. This was later reduced, by revision of the pay rolls, to $1122.18. District Counsel advised me that while the first named figure would be accepted the latter will not.

The favorable result obtained in the Crump suit was largely due to: (a) The excellent presentation of the evidence and the argument of the case before the jury; (b) The extremely favorable instruction granted by the court (a copy of which I sent you) construing Supplement #12.

I believe the instruction as given was correct, that the evidence which could be produced in these cases would be as favorable as that in the Crump suit and that consequently our position is a strong one. Nevertheless the cases would require careful handling and the outcome of a jury trial, as you know, is never a foregone conclusion. Even though we succeeded in obtaining a verdict there is

always the possibility of protracted litigation if plaintiffs' attorneys appeal. If it were not for the unfavorable precedent of such settlement and its effect on the other claims still outstanding, particularly those handled by the Richmond Attorney who prosecuted the Crump suit and who has given some indication that he has not as yet abandoned the cases, I should be inclined to recommend the concession of the $364.23 which stands in the way of compromise. I wish, however, to present to you the above matters in order that you may consider them and advise me what action you desire taken.

If we determine to litigate the cases will be set for trial early in September. While, therefore, the matter is not pressing, I should like to have your views at as early a date as practicable in order that I can communicate further with District Counsel and advise them what our decision is.

Yours very truly,

James A. Wright
General Solicitor.

115-2

File ~~115-33~~

June 22nd, 1921.

Dear Sir:

I enclose herewith copy of declaration and summons in the case of James W. Stewart versus Director General, pending in the Supreme Court of the District of Columbia.

Will you kindly take appropriate action to protect the interests of the Director General.

The Director General accepts service in this case.

Yours very truly,

General Solicitor.

Mr. S. R. Prince, General Solicitor,
The Southern Railway System,
Washington, D. C.

LM/L
Enclosures

Porter

118-2

June 21, 1921.

Memorandum for Mr. Ward:

Mr. John M. Long, an attorney of Richmond, Virginia, called today representing the claims of some 200 colored porters on the Seaboard Air Line and Atlantic Coast Line. These are the cases that are pending at Richmond. Mr. Long states that he had similar claims against the Richmond, Fredericksburg & Potomac Railroad. There were some 14 porters on this line, and he states that they were settled with on the basis of $600.00 apiece, $500.00 to the porters and $100.00 attorney's fees.

Mr. Long states that there is about $2000.00 apiece due these men, based on the regular standard of payment. He also states that at one time he had a conference set with Mr. Anderson, locally representing the Seaboard Air Line at Richmond, when negotiations were called off by word received from Washington.

Mr. Long is anxious to ascertain the attitude of the Administration, and determine whether or not there is any chance to compromise these claims. I told him that as soon as you returned I would submit this matter to you, as you were familiar with the details. Please take this up and confer with me promptly upon your return.

Mr. Long states that he is advised that Carter, head of the

Division of Labor, in 1919 made a detailed report on these claims, favoring their recognition.

Complaint is also made that the employes of the railroads are reluctant to testify in these cases, for fear that it will jeopardize their places, and it is extremely difficult to get the evidence from men who should know about the character of the work that these colored porters did. It is also stated that August 5th, 1919, the Atlantic Coast Line curtailed by order the duties of colored porters, and in November, 1919, the Seaboard issued a similar order. Long claims, however, that the order was not obeyed, and the claim of $2000.00 covers the entire period of Federal control, and is not limited to the date these orders were issued.

Director General.

JCD-EH.

Form G-18

FILE NO.

115-2

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

SUBJECT:

June 17, 1921.

MEMORANDUM for Mr. Ward:

JUN 18 1921

Please note the attached letters from J. W. Taylor with files covering his claim for wages in connection with porter-brakeman case.

You will note that Taylor contemplates bringing suit and the matter is being referred to you for such attention as you deem necessary.

It will be appreciated if you will let me know just what you do in the matter with the return of the file.

A. W. Stoll.

Letter prepared and attached to Taylor file

June 8th, 1921.

Dear Sir:

I am in receipt of your letter of May 26th, 1921, relative to claims of colored train porters. Inasmuch as the Director General has consistently declined to consider claims which were not filed on or before July 15th, 1920, the claims of these porters must be declined.

In case suit is brought, please advise me so that I may give further consideration to the merits.

Yours very truly,

General Solicitor.

Mr. Larz A. Jones,
President and General Manager,
Alabama & Vicksburg Railway Company,
Queen and Chestnut Building,
New Orleans, La.

AW/L

SEABOARD AIR LINE RAILWAY COMPANY

LAW DEPARTMENT

JAMES F. WRIGHT,
GENERAL SOLICITOR
SMITH R. BRITTINGHAM,
LEAVEN B. PLUMMER,
SOLICITORS.

115-2

File

Norfolk, Virginia, June 1st, 1921-s

File 54919 -F.

DIVISION OF LAW
JUN 2 1921

Train Porter Suits - Back time under G. O. 27, Sup. No. 12.

Mr. A. A. McLaughlin, General Solicitor,
United States Railroad Administration,
Washington, D. C.

Dear Sir:-

I acknowledge, with thanks, your letter of May 27th, relating to the six porter suits pending in Atlanta, and note, and shall be guided by your suggestion that the plaintiff's attorneys be advised that our offer of settlement will be withdrawn unless accepted within a reasonable time.

I shall advise you promptly what action is taken by the plaintiffs.

Yours very truly,

James F. Wright.

General Solicitor

a.

115-2

ALABAMA & VICKSBURG RAILWAY COMPANY
VICKSBURG, SHREVEPORT & PACIFIC RAILWAY COMPANY

QUEEN & CRESCENT BUILDING

LARZ A. JONES
PRESIDENT AND GENERAL MANAGER

DIVISION OF LAW
MAY 31 1921

NEW ORLEANS, LA., May 26th, 1921

REFER TO FILE 280-

A. A. McLaughlin, Esq., General Solicitor,
Division of Law, U. S. Railroad Administration,
Washington, D. C.

Dear Sir:-

Replying to your letter of the 24th. instant, regarding claims of colored train porters, I beg to advise that the first record of a definite claim filed by these men with the Officers of the Companies is contained in the letter of Mr. Frank W. Smith to our General Counsel, Mr. J. Blanc Monroe, under date of March 19th, 1921. The men were constantly complaining to the Federal Manager and they were not satisfied with the wages they were receiving, but I have no information that any claim was ever presented by them to the Railroad Administration prior to March 19th, 1921.

Yours truly,

Larz A. Jones

President & General Manager

z.

June 16th, 1921.

File 115-32

Mr. S. R. Prince, General Solicitor,
The Southern Railway System,
Washington, D. C.

Dear Sir:

I send you herewith copy of declaration and summons in the case of Arthur Dick, versus James C. Davis , Director General, in the Municipal Court of the District of Columbia.

As you will observe, the plaintiff was a train porter on the Southern Railway while under Federal control. I would appreciate it if you would protect the interests of the Director General in this matter.

The Director General of Railroads has accepted service in this case.

Yours very truly,

General Solicitor.

AW/J

Southern Railway System

Law Department.

1300 Pennsylvania Avenue
Washington, D.C.

115-32

L. E. JEFFRIES,
VICE PRESIDENT & GENERAL COUNSEL.
S. R. PRINCE,
GENERAL SOLICITOR.
CHARLES CLARK,
SOLICITOR.

June 21 1921-t.

27699

Arthur Dick v. Director General
Municipal Court, District of Columbia- $902.00

Mr. A. A. McLaughlin,
General Solicitor,
U.S.R.R.Administration,
Washington, D. C.

Dear Sir:-

I beg to acknowledge receipt of your letter of June 16, file 115-32, enclosing original summons and complaint served on the Director General in the above case.

It shall have necessary attention.

Very truly yours,

S R Prince
General Solicitor.
CC

May 27th, 1921.

Dear Sir:

I am in receipt of and thank you for your letter of May 25th, 1921, relative to the six train porter suits, and it is my suggestion that we should advise the plaintiff's attorneys that our offer will be withdrawn if it is not accepted within a stipulated number of days.

Yours very truly,

General Solicitor.

Mr. James F. Wright, General Solicitor,
Seaboard Air Line Railway Company,
Norfolk, Virginia.

AW/L

SEABOARD AIR LINE RAILWAY COMPANY

LAW DEPARTMENT

JAMES F. WRIGHT,
GENERAL SOLICITOR
SMITH R. BRITTINGHAM,
LEAVEN B. PLUMMER,
SOLICITORS.

115-2

Norfolk, Va., May 25, 1921.

54919-F

Train Porter Suits - Back time under G. O. 27, Sup. No. 12.

Mr. A. A. McLaughlin, General Solicitor,
United States Railroad Administration,
Washington, D. C.

Dear Sir:-

On March 16th I wrote Mr. A. W. Smith, Special Counsel, with reference to six pending suits brought in Atlanta by train porters for back time under General Order 27 and Supplement #12, requesting advice as to whether he desired to contest the actions or to proceed with settlement on a previously agreed basis. On March 22nd Mr. Smith recommended settlement. On April 11th the final statements showing the amounts due under the terms of the settlement were completed and submitted to the plaintiffs' attorneys. Since that time no definite acceptance or rejection of the offer has been made.

Inasmuch as it is my understanding that the Administration, in view of the successful outcome of the only suit of this character which has gone to trial, would not be averse to contesting these suits, it occurs to me that the moral obligation, arising from the previous agreement, to settle the claims has been fulfilled and that we can either withdraw the offer immediately or advise the plaintiffs' attorneys that we shall do so unless it is accepted within a stipulated number of days. I should be glad to have your recommendation as to which, if either, of these courses you think desirable.

Yours very truly,

Jas. F. Wright

General Solicitor.

May 24th, 1921.

Dear Sir:

Referring to your letter of May 5th, 1921, relative to claims of colored train porters, I would appreciate it if you would advise me whether these claims were filed with you on or before July 15th, 1920.

Yours very truly,

General Solicitor.

Mr. Larz A. Jones,
President and General Manager,
Alabama and Vicksburg Railway Company,
New Orleans, Louisiana.

AW/L

UNITED STATES RAILROAD ADMINISTRATION

DIRECTOR GENERAL OF RAILROADS

DIVISION OF LAW

JAMES C. DAVIS, GENERAL COUNSEL

SOUTHEASTERN REGION

VICTOR LAMAR SMITH
REGIONAL COUNSEL

S. T. BILLINGSLY
REGIONAL CLAIM AGENT

506-511 GRANT BUILDING
ATLANTA, GA.

DIVISION OF LAW
MAY 14 1921

115-2

May 12th,1921.
File No. 2222

Mr. A. A. McLaughlin, Gen'l. Solicitor,
United States Railroad Administration,
Washington, D. C.

Dear Sir:

Back Wages of Negro Train Porters -
Alabama & Vicksburg Rwy.Co.

Replying to your kind favor of the 9th inst. in above matter.

I am constrained to say, since you ask my comments, that I think if these claimants were as a matter of fact qualified and regularly required to perform all of the duties enumerated in Supplment No.12 to General Order No.27, then their claim is meritorious, and, consequently, we would do well to dispose of same on 25% basis.

Very truly yours,

Victor Lamar Smith

Regional Counsel.

VLS/PS

May 9th, 1921.

Dear Sir:

Referring to previous correspondence relative to claims of colored train porters on the Alabama & Vicksburg Railway, I enclose herewith a copy of a letter of May 5th, 1921, from Mr. Larz A. Jones, President and General Manager of the Road. Before making reply to Mr. Jones, this office would be very glad to have your comments.

Yours very truly,

General Solicitor.

Mr. Victor L. Smith,
Regional Counsel,
506 Grant Building,
Atlanta, Georgia.

Enclosure
AW/L

115-2

VICKSBURG ROUTE

ALABAMA & VICKSBURG RAILWAY COMPANY
VICKSBURG, SHREVEPORT & PACIFIC RAILWAY COMPANY

QUEEN & CRESCENT BUILDING

LARZ A. JONES
PRESIDENT AND GENERAL MANAGER

NEW ORLEANS, LA., May 5th, 1921

REFER TO FILE 280.

DIVISION OF LAW
MAY 9 1921

A. A. McLaughlin, Esq., General Solicitor,
United States Railroad Administration,
Washington, D. C.

Dear Sir:-

With reference to your letter of April 25th, in regard to claims of colored train porters of The Alabama and Vicksburg Railway, represented by Frank W. Smith of Birmingham, Ala., written in reply to my letter to the Director General of April 15th, I note it is the policy of the Administration to decline claims for two reasons -

First - That the claims were not presented on or before July 15th, 1920. This reason can, of course, be readily sustained and if declination should be based upon that reason, I think the Administration would be fully justified.

The second reason is that under Supplement #12 to General Order #27 the claimant must show that he was qualified and regularly required to perform all the duties enumerated in the supplement. If you expect to decline on this ground, I think you will be met with the statement that the negroes were qualified and did regularly perform the duties of brakemen. I have no wish to criticise the methods of the Administration or to suggest any line of procedure, but it seems fair that you should be informed of the conditions surrounding the employment of negroes as brakemen on The Alabama and Vicksburg, and Vicksburg, Shreveport & Pacific Railways.

These men are and have, for many years, been qualified and expected to perform the duty of brakeman as regards throwing switches

and protecting the front end of train by flagging and I believe they did perform this labor throughout the period of Federal control. While Mr. Coapman was Federal Manager instructions were given modifying their duties to some extent, but during the entire period they were required to flag the train through blocks when the block signals were set against it. The officers of the Company would, in case of a contest, be forced to testify to this effect and, notwithstanding judicial decisions referred to, it is a fact that the men are entirely capable and have performed their services satisfactorily in this regard for many years.

In justice to the men, I think it ought to be said they were not satisfied with their wage and the question was constantly presented during the period of Federal control, but owing to lack of organization, the men were at a disadvantage in pushing their claim.

The service on the Vicksburg, Shreveport & Pacific Railway was identical with that performed on The A and V. The negro brakemen on theV. S & P. were paid the same wage as the white brakemen, the difference in policy being dictated by the respective Federal Managers of the two properties.

Will you be good enough to advise, after further consideration, whether you still adhere to your views?

Yours truly,

Dictated by Mr. Jones

Larz A. Jones

President and General Manager

z-

115-2

CRUMP V. PAYNE

Outline of Argument for Defense.

I.

Failure to submit claim to Director of Division of Labor bars plaintiff from maintaining this action.

(a) Introduce General Orders Nos. 13,26 and 29, and circulars Nos. 3 and 97, requiring submission of wage controversies to the Director of the Division of Labor.

(b) For authorities sustaining this contention see memorandum marked "Memorandum No. 1."

(c) For instructions to jury covering this question, see Instruction No.1.

II.

Failure of plaintiff to file claim with Division of Labor piror to July 15,1920, bars plaintiff from maintaining this action.

(a) Introduce telegraphic orders of the Director General, dated May 29, 1920 and June 28,1920.

(b) For authorities sustaining this contention see attached memorandum.

(c) For instructions to jury covering this question see Instruction No.2.

III.

In connection with the necessity of plaintiff to submit claims to arbitration, see Sections 301, 311-c and 312 of Transportation Act, 1920.

IV.

If plaintiff claims no knowledge of General Orders 13,26 and 29 and circulars 3 and 97, see memorandum attached to the effect that these orders are public documents, of which plaintiff is charged with constructive notice, and of which the court must take judicial notice.

V.

Prima facie presumption of payment raised by plaintiff having accepted pay checks, which on their faces are receipts in full for all wages due to date.

(a) Introduce checks of plaintiff.

(b) If plaintiff raises question as to verification of signature place Mr. D.P.Russell, cashier of company at Richmond on stand to prove plaintiff's mark.

(c) For authorities sustaining this contention see attached memorandum.

(d) For instruction covering this point see Instruction No.3.

VI.

Acceptance of pay under Supplement 26 is a bar to any claim under Article 6 of General Order 27 and Supplement 12.

(a) Introduce in evidence General Order 27 and Supplement 12 and 26

(b) Introduce statements from division auditor showing payments under Supplement 26 and call attention to check previously introduced showing payment under Supplement 26.

(c) For authorities sustaining this point, see attached memorandum.

(d) For instruction on this point see Instruction No.4.

VII.

Plaintiff was not qualified and regularly required to perform duties enumerated under Supplement 12 to General Order 27.

(a) Place Mr.Forster,train master on stand to prove that plaintiff was not qualified and regularly required to perform these duties.

(b) Prove by Mr.Forster standard written examination required of all regular brakemen and flagmen.

(c) Place Conductor Haddock on stand to prove plaintiff not qualified and regularly rquired to perform the duties enumerated in Supplement No. 12. Conductor Haddock will also be in position to testify that on a number of occasions he is positive plaintiff did not perform any of the duties required in Supplement No.12.

See attached statement.

(d) For memorandum on this question, see attached memorandum together with statements of Conductor Haddock, and trainmaster Forster.

(e) For instructions on this question see instructions Nos. 6 and 5

VIII.

If plaintiff raises any question as to the authority of the Director General to issue orders involved in this case, see attached memo. of authorities holding various orders of Director General valid.

GENERAL ORDERS NOS. 13 and 29 ISSUED BY THE DIRECTOR GENERAL OF THE UNITED STATES RAILROAD ADMINISTRATION AND CIRCULAR No. 3 ISSUED BY THE DIRECTOR OF THE DIVISION OF LABOR OF THE UNITED STATES RAILROAD ADMINISTRATION MADE ARESORT TO ARBITRATION IN THE MANNER PRESCRIBED IN SAID ORDER AND CIRCULAR A CONDITION PRECEDENT TO LITIGATION, AND THE FAILURE OF PLAINTIFF TO SUBMIT HIS CLAIM FOR ARBITRATION IN THE MANNER PROVIDED RENDERED THE PLAINTIFF INCAPABLE OF INSTITUTING AND MAINTAINING THIS SUIT.

- - - - - - - - - - - - - - -

By the express provisions of the Federal Control Act the President, or his authorized agent, was clothed with the power and authority to issue orders and regulations concerning the operation and control of the Transportation System.

Under the authority contained in the said Act, the Director General of Railroads, acting as the authorized agent of the Preis - dent, from time to time, issued general and supplemental orders concerning the operation and control of the transportation system taken over by the Administration. On the 22nd day of March,1918, the Director General issued General Order No.13, creating the Railroad Board of Adjustment No.1 and providing that wage controversies of employees should be submitted to said Board for Adjustment, and by General Order No.29, dated May 31,1918, the Director General created the Railway Board of Adjustment No.2, requiring certain classes of employees to submit their controversies to such Board.

On August 30, 1918, the Director of the Division of Labor of the United States Railroad Administration, acting for and on behalf of the Director General of Railroads, issued circular No.3, wherein provision was made for referring "requests for adjustment in wages by employees not represented by Railway Boards of Adjustment, which requests are based on existing practices, etc." The object of this circular was to make provision for the settlement and adjustment of wage controversies between the various employees not represented by the Brotherhoods and the officials of the Railroads. Under Section "D" of this circular it was provided that in the event that no agreement should be reached between the officials of the Railroads and representatives of the employees "a joint statement of facts (in duplicate) will be prepared by the representatives of the employees concerned, and submitted to the Director of the Division of Labor of the United States Railroad Administration." It was further provided by this circular that brief arguments by both parties to the controversies should be attached to the joint statement of facts and that an adjustment, if possible, should be reached through correspondence, and in the event of failure to reach an adjustment, a representative of the department would be assigned to investigate, and if no agreement is then reached, the matter will be referred back to the Director of the Division of Labor.

By Section "E" of this circular "personal grievances, or controversies, arising under interpretation of wage agreement" were required to be submitted to the Director of the Division of Labor in the same manner as prescribed above.

By General Order No.27, issued May 25th,1918,the Director General entered into an agreement with the employees of the Boards then under Federal Control for a general increase in wages, and said Order provided for the wages to be paid to each particular class of railway employees. On December 2, 1918, the Director General issued Supplement No. 12 to General Order No. 27, providing that employees on passenger trains (except certain designated employees) should perform

the duties enumerated in said supplemental order, and should be classed and paid as brakemen. The plaintiff's claim is based upon this Supplement to General Order No.27.

While it is denied that the plaintiff has any right or claim to the amount sued for under Supplement No. 12 to General Order No.27, it is submitted that under Circular No.3, issued by the Director of the Division of Labor, as stated above, required that all employees submit requests for adjustment in wages to the Director of the Division of Labor as a condition precedent to the maintenance of his action. Under this circular there was no discretion with the employees as to what action they would pursue, but they were required when wage controversies arose and no settlement was reached between the Railroad officials and themselves to submit their differences to the Director of the Division of Labor. Failure to submit their differences in the manner therein prescribed will operate as a bar to the assertion of any claim arising out of such differences in a court of law.

The employees of the various roads accepting increases paid under General Order No.27 cannot now deny the applicability of General Orders Nos. 13 and 29 and circular No. 3 to their case. Having recognized General Order No.27, they are bound to recognize and be governed by any additional orders or regulations concerning controversies arising under said General Order No.27.

The Requirement that this Question be submitted for arbitration to the Director of the Division of Labor as a condition precedent to the maintaining of any action therein is a valid and binding agreement, and will be recognized by the Courts.

Questions concerning the validity and effect of arbitration agreements have been gefore the courts on numerous oacasions, and on their effect the courts are in complete accord. Where the parties undertake by an independent covenant or agreement to provide for an adjustment and settlement of all disputes and differences by arbitration, to the exclusion of the courts, such agreement is invalid and unenforceable as ousting the courts of their jurisdiction, but, on the other hand, where by the same agreement which creates the liability and gives the right, they qualify that right by providing that before a right of action shall aacurue, certain facts shall be determined or amounts or values ascertained. Such agreement constitutes a condition precedent to the institution of any action thereon, and until such agreement has been carried out, the courts will refuse to take cognizance of the contract.

In other words, the cases merely hold that parties cannot by contrzct or agreement deprive the courts of their right to hear and determine disputes between them, but where they leave the general question of liability to be judicially determined, and simply provide a reasonable method of estimating and ascertaining the amount of the loss or liability, such agreement is valid and endorceable.

Under circular No.3, the employees not represented by the Railway Boards of Adjustment are merely required to submit their requests for adjustment in wages to the Director of the Division of Labor, in order that the exact amount due them could be speedily ascertained and put into effect. No attempt is made to deprive the courts of their jurisdiction concerning the liability of the Railroad Administration to make such payments. The liability under General Order No.27 is capable of being determined in any court, provided the questions concerning adjustment in wages be first submitted to the Director of the Division of Labor. The parties hereto have merely in their contract fixed a certain mode by which the amount to be paid shall be

ascertained, and upon the amount being ascertained in the manner therein prescribed, the question of the ultimate liability has been left to the courts.

In Hamilton vs. Liverpool Ins. Co., 136 U. S., 242, the court was called upon to construe a condition in a policy of fire insurance, wherein was provided that any difference arising between the parties as to the amount of loss or damage to the property insured shall be submitted at the written request of either party, to arbitration, and that the decision of the arbitrators should be conclusive as to the amount of loss or damage only, but should not determine the question of liability of the company. The court in sustaining this agreement, stated on page 255, as follows:

> "Such a stipulation, not ousting the jurisdiction of the courts, but leaving a general question of liability to be judicially determined, and simply providing a reasonable method of estimating and ascertaining the amount of the loss, is unquestionably valid, according to the uniform current of authority in England and in this country. Scott v. Avery, 5 H.L. Cas. 811; Veney v. Bignold, 20 Q.B.D. 172; Delaware & Hudson Canal v. Pennsylvania Coal Co., 50 N.Y., 250; Reed v. Washington Ins.Co. 138 Mass. 572, 576; Wolff v. Liverpool & London & Globe Insl Co. 138 21 Vroom, 453, Hall v. Norwalk Ins. Co., 57 Conn., 57 Conn. 105, 114. The case comes within the general rule long ago laid down by this court; "Where the parties, in their contract, fix on a certain mode by which the amount to be paid shall be ascertained, as in the present case, the party that seeks an enforcement of the agreement must show that he has done everything on his part which could be done to carry it into effect. He cannot compel the payment of the amount claimed, unless he shall procure the kind of evidence required by the contract, or show that by time or accident he is unable to do so." United States v. Robeson, 9 Pet. 319, 327. See also Martinsburg & Potomac Railroad vs. March, 114, U.S. 549."

In Munson vs. Straights of Dover SS.Co., 99 Fed. 787, the Court was called upon to pass on the validity of an arbitration agreement, providing that should any dispute arise between the parties the matter in dispute should be referred to three arbitrators, and that their decision should be final. The court in holding that this agreement was invalid as ousting the court of jurisdiction clearly distinguished the two classes of agreement, and stated on page 788 and 789 as follows:

> "The agreement in this charter to arbitrate, was purely executory and prospective. It related to no particular dispute, but covered alike the entire subject of any matter in dispute that might thereafter arise. If valid, it would debar either party from a resort to the legal tribunals and oust the courts of jurisdiction. Such agreements ever since Lord Coke's time, and even before, have been held to be no defense to an action in the courts."

"An agreement, however, to submit to arbitration, a question of price, value, quantity or damage merely, as it does not oust the courts of jurisdiction of the cause, has long been held to be valid. Scott vs. Avery, supra; Hamilton v. Insurance Co., 136 U.S. 242, 10 Supp. Ct. 945, 34 L. Ed. 419, and cases there cited; Perkins v. Light Co., 21 Blatchf. 309, 16 Fed. 513; Delaware & H. Canal Co. v. Pennsylvania Coal Co., 50 N.Y. 250; Sweet v. Morrison, 116 N.Y. 19,22,N.E. 276. These constitute a second group of arbitration cases wholly destinguishable from the first."

In Wyckoff v. Woarms, 103 N.Y. Sup. 650, the court upheld an agreement between parties to a contract to submit for arbitration the question as to whether any work had been added to or omitted from the original contract, and if so, the reasonable valuation of such work added or omitted, and it was further provided in this agreement that the decision by the arbitrators as to the value of the work added or omitted should be final and binding. The court on page 656-657 stated as follows:

"The discussion of the learned court points out clearly the objections to this clause that it is a general provision, not confined to the rights created by the contract, but covering all possible injuries flowing from the construction and maintenance of the pipes of every kind and class, and quotes with approval the discussion of the court in Delaware & Hudson Canal v. Penn. Coal Co., 50 N.Y. 250, as follows:

The case at bar as clearly falls within the second class as the Seward Case, supra, fell within the first class. Here the only questions agreed to be submitted arise directly under the contract. The first is whether there is work added or omitted, as appears from the drawings and specifications; and the second is the reasonable valuation of such work added or omitted. The determination of these questions is clearly a condition precedent to any right of recovery on the part of the plaintiff under the modified contract, and the conditions named in the third clause are of a like nature, if the plaintiff elects to stand upon his original contract."

In Divisson vs. East Whittier Land & Water Co.(Cal), 96 Pac.88, the court was called upon to pass upon the same question as in the above case, and in holding such agreement valid and binding stated on page 89 as follows:

"But whenthe agreement is that the covenantor shall pay such sum, and only such sum, as shall be determined by arbitrators, the procuring an award is as clearly a condition precedent to an action as if the parties had expressly so provided. So held, with reference to a contract for the construction of a building in which itwas agreed that, should any dispute arise regarding the value of extra work, the same should be valued by arbitrators.....The distinction between the two classes of cases stated is that in the former the parties undertake by an independent covenant or agreement to provide for an adjustment and settlement of all disputes and differences, to the exclusion of the courts, and in the latter they merely, by the same agreement which creates the liability and gives the right, qualify the right, by providing that, before any right of action shall accrue, certain facts shall be determined,or amounts and values ascertained; and this is made a condition precedent, either in terms or by necessary implication."

Under the Act of Congress of August 29,1916,empowering the President to take possession of systems of transportation, and Act of March 21,1918, as to operation of transportation systems under federal control, Section 9 of which gives the President all powers necessary or appropriate to give effect to the powers of regulation and control. The President's appointment of a Director General and the Order of the Director General, Nos. 13 and 29, and circular No.3 of the Director of the Division of Labor, issued upon the approval of the Director General, requiring "requests for adjustment in wages by employees" to be submitted to the various railway boards of adjustment, or to the Director of the Division of Labor, are valid, and in the absence of compliance with such orders and circular no action can be maintained by the employees on matters pertaining to wage adjustments.

This question has been indirectly decided in Rhodes v.Tatum (Tex) 206 S.W.,114,wherein the Act of Congress,known as the Federal Control Act, and the Proclamation of the President appointing the Director General, and General Orders Nos. 18 and 18-a and 26, were sustained. In this case a right of mandamus was applied for to compel the District Court to proceed with the trial of a case then pending in the District Court, and which had been postponed during Federal Control, in accordance with General Order No.26 of the Director General. This Order provided that cases against any carrier under federal control should be postponed until the termination of federal control,except that "in the event of unnecessary hardship in any case either party may apply to the Director General for relief, and he will make such order therein as the circumstances may require, consistent with the public interests." The petitioner for the writ of mandamus did not apply to the Director General in the manner provided for above,and the court held that such action was a condition procedent to his right to maintain the suit,stating a page 118 as follows:

> "General Order N0.26 further provides; 'In the event of unnecessary hardship in any case either party may apply to the Director General for relief and he will make such order therein as the circumstances may require, consistent with the public interest.'
>
> It does not appear that relator has applied to the Director General for relief before filing his petition for mandamus in this court,and we incline to the

> opinion that such application is a condition precedent to his right to appear here. An extraordinary emergency exists; the welfare of the nation is in jeopardy. As war measures the acts of Congress referred to above, and the orders issued in accordance with such acts, must be deemed to be necessary and proper under all circumstances."

It is therefore submitted that under the provisions of circular No.3 issued by the Director of the Diviso n of Labor, the plaintiff is barred from asserting his claim in this suit for the reason that he failed to comply with said circular.

As a further reason for dismissing this suit for failure to apply to the Director of the Division of Labor for an adjustment of wages, it is submitted that were this position not sustained the courts of this state and of many other states would have before them innumerable controversies arising out of this question and other questions concerning wages between the Director General and other employees, with the result that in many instances the courts would be at variance as to the amount which these men would, or ought to receive from the Administration, in accordance with the agreement between them. Such a situation would prove a great burden to the Administration, and would result in great injustice to a large number of employees. If, however, the question is required as it is to be submitted to the Director of the Division of Labor, all decisions upon a similar statement of facts will be uniform and in harmony, and the Administration will be able to ascertain with certainty their position respecting claims for back pay. Under the broad powers of the Federal Control Act the President was authorized to exercise such further powers as may be necessary to carry out the act, and it is easily conceivable that the appointment of the various boards of adjustment was absolutely necessary for the effective operation of the transportation system. The carriers, prior to federal control, had similar agreements and the Director General was merely continuing the policy adopted by the carriers before he assumed control of the transportation system.

The General Orders and circulars, hereinbefore referred to, having been issued under and by virtue of a federal statute which has

been upheld in all cases, such orders are absolutely binding on the courts and compliance with these orders must be shown before any action can be maintained. This reasoning can be easily supported by assuming that a case arising under a similar state of facts had been presented to the Director of the Division of Labor, who, after full and complete hearing, had reached a conclusion that these men did not perform the duties ennumerated in Supplement No.12 to General Order No.27, and assuming that the Court, or some other Court, had held upon a similar state of facts that plaintiff was performing the duties ennumerated in Supplement No.12 to General Order No.27. It is clear that under the express provisions of Section D of circular No.3, hereinbefore referred to, that no such situation was compemplated, but that the Director of the Division of Labor was the sole and only person qualified and having the authority to determine such controversies.

For support of this contention the case of Texas & Pac.Ry. Co. v.Albine Cotton Oil Co., 204 U.S.,426 is pertient. In this case the defendant sought to recover a certain sum on the grounds that the rate charged was unreasonable and discriminatory. The rate charged had beeen filed with the Interstate Commerce Commission, and held by them to be reasonable. The Court, in holding that the Interstate Commerce Commission was the sole and only body capable under the Interstate Commerce Act of determining whether rates were reasonable, or unreasonable, stated on page 400 as follows:

> "For if, without previous action by the Commission, power might be exerted by courts and juries generally to determine the reasonableness of an established rate, it would follow that unless all courts reached an identical conclusion a uniform standard of rates in the future would be impossible, as the standard would fluctuate and vary, dependant upon the divergent conclusions reached as to reasonableness by the various courts called upon to consider the subject as an original question. Indeed the recognition of such a right is wholly inconsistent with the administrative power conferred upon the Commission and with the duty, which the statute casts upon the body, of seeing to it that statutory requirement as to uniformity and equality of rates is observed. Equally obvious is it that the existence of such a power in the courts,independent of prior action by the Commission, would lead to favoritism to the enforcement of one rate in one jurisdiction and a different one in another, would destroy the prohibitions against preferences and discrimination, and afford,moreover,a ready means by which, through collusive proceedings,the wrongs which the

statute was intended to remedy could be successfully inflicted. Indeed no reason can be perceived for the enactment of the provision endowing the administrative tribunal, which the act created, with power, on due proof, not only to award reparation to a particular shipper, but to command the carrier to desist from violation of the act in the future, thus compelling the alteration of the old or the filing of a new schedule, conformably to the action of the Commission. If the power was left in courts to grant relief on complaint of any shipper, upon the theory that the established rate could be disregarded and be treated as unreasonable, without reference to previous action by the Commission in the premises. This must be, because, if the power existed in both courts and the Commission to originally hear complaints on this subject, there might be a divergence between the action of the Commission and the decision of a court. In other words, the established schedule might be found reasonable by the Commission in the first instance and unreasonable by a court acting originally, and thus a conflict would arise which would render the enforcement of the act impossible."

> Under telegraphic instructions of the Director General, dated May 29,1920, and June 28,1920, all question at issue arising prior to March 1,1920, between employes of the roads formerly under Federal Control, and the Administration, involving claims for money payments, were required to be submitted to the Director General of Railroads, or to the Railway Boards of Adjustment by July 15,1920, and plaintiff having failed to present his claim to the Director of the Division of Labor of the United States Railroad Administation within the time prescribed by the Director General, is now barred from asserting his claim.

Assuming that we can prove that the above telegrams were communicated to Crump either by actual or constructive notice, the plaintiff would be bound thereby, and would be barred from asserting his claim after having failed to present it to the proper authorities within the time prescribed by the Director General.

The validity of these telegrams can be sustained upon two separate grounds -

First: Under the broad powers given to the President in the Federal Control Acts, the President or his authorized agent has authority to take the necessary steps to issue the necessary orders to insure the carrying out of the powers conferred by said Acts.

See - Rhodes v. Tatum, 206 S.W. 114.

Second: It is within the powers of the Director General under the common law, to limit the time within which claims may be filed, provided the claimant is given a reasonable time for filing claims.

Similar questions have on numerous occasions been before the courts on the question of limiting the filing of claims on insurance policies within a specified time, and also provisions in bills of lading limiting the time within which claims may be filed. Such provisions have been uniformly upheld by the state and Federal courts, although in these instances they arise out of a contract between the parties. It is therefore, absolutely necessary to make this telegram binding that we prove notice to the plaintiff, either actual or constructive, of its contents.

In Riddlesbarger v. Hartford Ins. Co. 7 Wall. 386 , the Supreme Court held a condition in a fire insurance policy providing that no action against the insurers for the recovery of any claim should be sustained, unless action commenced within twelve months after the loss shall have occurred, the court stating on p.390 as follows: -

> "The policy of these statutes is to encourage promptitude in the prosecution of remedies. They prescribe what is supposed to be a reasonable period for this purpose, but there is nothing in their language or object which inhibits parties from stipulating for a shorter period within which to assert their respective claims. It is clearly for the interest of insurance companies that the extent of losses sustained by them should be speedily ascertained, and it is equally for the interest of the assured that the loss should be speedily adjusted and paid. The conditions in policies requiring notice of the loss to be given, and proofs of the amount to be furnished the insurers within certain prescribed periods, must be strictly complied with to enable the assured to recover. And it is not perceived that the condition under consideration stands upon any different footing. The contract of insurance is a voluntary one, and the insurers have a right to designate the terms upon which they will be responsible for losses. And it is not an unreasonable term that in case of a controversy upon a loss resort shall be had by the insured to the proper tribunal, whilst the transaction is recent, and the proofs respecting it are accessible."

In Express Company v. Cardwell, 21 Wall. 264, the court upheld an agreement of the Express Company, wherein it was provided that the company should not be held liable for any loss or damage unless claim should be made therefor within ninety days from the delivery of the property, the court stating on pages 268, 269, 270 and 271 as follows -

> "But an agreement that in case of failure by the carrier to deliver the goods, a claim shall be made by the bailor, or by the consignee, within a specified period, if that period be a reasonable one, is altogether of a different character. It contravenes no public policy. It excuses no negligence. It is perfectly consistent with holding the carrier to the fullest measure of good faith, of diligence, and of capacity, which the strictest rules of the common law ever required. And it is intrinsically just, as applied to the present case. The defendants are an express company. We cannot close our eyes to the nature of their business."
>
> "Policies of fire insurance, it is well known, usually contain stipulations that the insured shall give notice of a loss, and furnish proofs thereof within a brief period after the fire, and it is undoubted that if such notice and proofs have not been given in the time designated or have not been waived, the insurers are not liable. Such conditions have always been considered reasonable, because they give the insurers an opportunity of inquiring into the circumstances and amount of the loss, at a time when inquiry may be of service. And still more, conditions in policies of fire insurance that no action shall be brought for the recovery of a loss unless it shall be commenced within a specified time, less than the statutory period of limitations, are enforced, as not against any legal policy.
>
> Telegraph companies, though not common carriers, are engaged in a business that is in its nature almost, if not quite, as important ot the public as is that of carriers. Like common carriers they cannot contract with their employers for exemption from liability for the consequences of their own negligence. But they may by such contracts, or by their rules and regulations brought to the knowledge of their employers, limit the measure of their responsibility to a reasonable extent."
>
> "We think, therefore, the limitation of the defendants' common-law liability to which the parties agreed, as averred in the plea, was a reasonable one, and that the plea set up a sufficient defense to the action."

In Mo.Kan.and Tex.Ry.v.Harriman,227 U.S. 657,the court held that it was within the rights of a carrier under the Cormack Amendment to limit its liability by providing that suits should be brought within a reasonable time, the court stating on p.572,673,as follows: -

> "The policy of statutes of limitation is to encourage promptness in the bringing of actions,that the parties shall not suffer by loss of evidence from death or disappearance of witnesses,destruction of documents or failure of memory. But there is nothing in the policy or object of such statutes which forbids the parties to an agreement to provide a shorter period, provided the time is not unreasonably short. That is a question of law for the determination of the court. Such stipulations have been sustained in insurance policies. Riddlesbarger v.Hartford Insurance Co.,7 Wall. 386. A stipulation that an express company should not be held liable unless claim was made within ninety days after a loss was held good in ExpressCompany v. Caldwell, 21 Wall. 264. Such limitations in bills of lading are very customary and have been upheld in a multitude of cases. We cite a few:
> Central Vermont Railroad v.Soper (1st C.C.A.), 59 Fed. Rep. 985; Cox v.Central Vermont Railroad, 170 Massachusetts, 129; North British &c.Insurance Co. v. Central Vermont Railroad, 9 App.Div.(N.Y.),4, off'd 158 N.Y.726. Before the Texas and Missouri statutes forbidding such special contracts, short limitations in bills of lading were held to be valid and enforceable. McCarty v. Gulf &c. Ry.,79 Texas, 33; Thompson v. Chicago &c. Ry.,22 Mo.App.321. See cases to same effect cited in 6 Cyc.,p.508. The provision requiring suit to be brought within ninety days is not unreasonable."

In W. H. Mitchell & Co. v. Atl.Coast Line R.Co. (ga) 84 S.E.227, the court held that a limitation in a bill of lading stipulating that the carrier should not be liable for loss or damage unless claim therefor is made within ten days after delivery of property, or after due time for delivery thereof, was valid, the court stating on p. 229, p. 230, as follows -

> "The only direct authority on the precise point since the passage of the Carmack amendment, that we have found,is from our own Supreme Court,which in the case of Post v.A.C.L.Rd.Co. 138 Ga.764, 76 S.E. 45,said in dealing with a contract containing a provision similar to the one here involved:
>
> > 'However,this may be held, that section of the act (Carmack Amendment) does not prohibit an agreement providing a reasonable time within which the shipper shall present his claim or give notice of claim for loss or damage,and that the carrier shall not be liable unless such notice is given or claim made within the prescribed time.'

Here it will be seen that no allusion is made to any consideration to support the time limitation referred to; and upon investigation we find that this ruling is in line with quite a long array of decisions of that court, as well as other curts, upholding the validity of limitations as to time of loss or damage under policies of insurance and other contracts, and for which no special consideration is given. We are inclined to think that we are bound by the decision in Post v. A.C.L.Rd.Co., supra.,as a precedent upon the point here raised; but, whether it is conclusive on the point or not, we hold in the absence of any controlling decisions to the contrary, and in view of the sound ~~seeend~~ and logical reasoning given in the quotations from the Harriman case and from Moore on Carriers, that such contrzcts, when reasonable as to time, are valid and binding, even though no special consideration be given therefor."

See also Central Vt. R.R. v. Soper, 59 Fed. 878
Ginn v.Ogdensburg Transit Co. 85 Fed.985
Nofth British &c Ins.Co.v.Central Vt. R.R. 158 N.Y. 726.

It is therefore submitted that the plaintiff is now barred from asserting this claim for failure to submit the same to the Director of the Division of Labor within the time specified in the telegram of the Director General.

CRUMP V. PAYNE.

The Act of Congress known as the Federal Control Act, the proclamation of the President in pursuance of said Act, and the Orders of the Director General are public documents constituting a part of the law of the land, of which all persons are changed with notice, and of which the courts must take judicial notice.

There is no question as to the fact that the courts are required to take judicial notice of the proclamations of the President, and various orders, rules and regulations issued by the various executive departments of the Government. Where these orders are issued in pursuance of a Federal statute, they become a part of the law of the land, and all persons are changed with constructive knowledge of their contents.

In West v. N.Y.N.H.RR.Co., (Mass.) 123 N.E.621, General Order No. 18-A of the Director General was involved, and the court in the case held that the President's Proclamation and the orders of the Director General are public documents, and the court was bound

judicially to notice, the court stating on p.623 as follows:

> "But the President's proclamation is a public act of which all courts are bound to take judicial notice, and to which all courts are required to give effect. Armstrong v.UnitedStates, 13 Wall.154, 20 L.Ed.614. And the President may direct and empower as in the case at bar a representative to carry out the powers conferred upon him by Congress. The act of the representative is the act of the President. Wilcox v.Jounson, 13 Pet.498,10 L. Ed. 264; Williams v. United States, 1 How.290,11 L.Ed.135. We accordingly take notice of the general orders promulgated by the Director General in so far as they are applicable to the present case even if they have not been called to our attention by counsel. Brown v. Piper, 91 U.S. 37,23 L.Ed.200; Jones v.United States,137 U.S. 202; 11 Supp.Ct.80, 34 L.Ed. 691; Jenkins v. Carlisle, 145 U1S. 546, 12 Supp. Ct. 868, 36 L. Ed.812, 15 R.C.L. 'Judicial Notice' Art. 40, and cases cited in notes 11, 12 and 13; Wigmore on Evidence, Art.2565."

Western Union Tel.Co.v.Conditt (Tex) 223 SW 234.

In that case action was brought against the Western Union Tele.Co. subsequent to the President's proclamation assuming control of all telegraph lines in the United States and in the Supreme Court the suit was dismissed, the court taking judicial notice of the proclamation of the President and the orders of the Postmaster General issed in pursuance of the President's proclamation. The court stated on p. 235 as follows: -

> "Copies of the joint resolution of Congress empowering the Presidet to assume control, supervision and possession of telegraph, telephone and radio systems, the President's proclamation thereunder, the order of the Postmaster General in assuming control under the President's direction, and certain excerpts from the Congressional Record relating to the consideration of the joint resolution in the United States Senate are all, by agreement of counsel for appellant and appellee, approved by the trial court, inserted in the record. The resolution of Congress and the proclamation of the President, as well as all public orders issued thereunder, constitute a portion of the law of the land, of which all courts, state and federal, are bound, under the general rule adducible from the decisions, to take judicial notice, and which should be construed in conformity with the federal decisions. Such federal decisions, as well as those of the states, conclusively support the proposition that whatever cause of action appellee sets up in his petition is one exclusively against the government of the United States,as to which the jurisdiction of the district court of Hill county could not be involved."

In Caha v. UnitedStates, 152 U.S. 211, the court held that the courts arerequired to take judicial notice of the rules and regulations prescribed by the Interior Department, the court stating on p. 221 and 222 as follows:

> "Another matter is this: The rules and regulations prescribed by the Interior Department in respect to contests before the Land Office were not formally offered in evidence, and it is claimed that this omission is fatal, and that a verdict should have been instructed for the defendant. But we are of opinion that there was no necessity for a formal introduction in evidence of such rules and regulations. They are matters of which courts of the United States take judicial notice. Questions of a kindred nature have been frequently presented, and it may be laid down as a general rule, deducible from the cases, that wherever, by the express language of any act of Congress, power is entrusted to either of the principal departments of government to prescribe rules and regulations for the transactions of business in which the public is interested, and in respect to which they have a right to participate, and by which they are to be controlled, the rules and regulations prescribed in pursuance of such authority become a mass of that body of public records of which the courts take judicial notice."

See also -

Knight v. U.S. Land Assoc. 142 U.S. 161
Jenkins v. Collard, 145 U.S. 546
Armstrong v. U.S. 13 Wall. 154
Jones v. U.S. 137 U.S. 202

Plaintiff has accepted pay checks which on their face are receipts "in full for services rendered" during time which plaintiff now claims additional pay,and plaintiff is therefore stopped to claim <u>any further or additional amounts.</u>

This question appears to me to be one of the weakest ones relied upon by us for the defense to plaintiff's claim, as it is always possible for plaintiff to go behind receipts and show further amounts due and owing. Another difficulty arises by virtue of our statute defining what constitutes part payment. It may be possible for us to raise by virtue of these checks a prima facie presumption of payment, which would shift the burden of proof to plaintiff to establish the contrary.

Where a receipt is not impeached for mistake, error, or fraud, it is evidence ofpayment between the parties and is a ratification and acceptance of the payments claimed as receipts in said receipt. Scott v. Nor. & Wes.RR Co., 90 Va., 241-244:

"Aside from this the case is clearly with the defendant in error on the merits without its application, the plaintiff in error having receipted in full of all demands under the contract, and received payment for such ties as he hauled and delivered under the contract.

This release and receipt was rejected by the circuit court as immaterial, and the defendant in error assign such action as error against them under Rule 1X of this court it made a part of the record by bill of exceptions. It was a complete defence to the action of the plaintiff against them under the contract sued on,. and they had a right to have it presented to a jury.

Tate's Exor. v. Jojes, 98 va., 544-45-6;

"On the 29th day of August,1874, W.R.McCready,one of the residuary legatees,gave the administrator a receipt in full of the interest which he took under the will, and on the 2nd day of September following he executed as assignee of his brother, John L.McCready, another residuary legatee a receipt of the administrator, in full of that interest.

On the 26th day of August,1875,Thomas F.McCready, the other residuary legatee,and the party under whom the complaint claims, executed a receipt to the administrator, in full of his interest in the estate. The Geniuneness of this receipt is disputed by the complaint.

Subsequent to the date of those receipts,the administrator collected more than three hundred dollars on judgments rendered in his favor as administrator before the receipts were given. The receipts being in full of all the interest which the parties giving them had in the testator's estate, the presumption is that the amounts due on those judgments were embraced in the settlement of calculation made when the receipts were given. That presumption, however, is only prima facie, and in a case like this would be more easily rebutted than were the party taking the receipt did not occupy a fiduciary relation.

There is nothing, however,in this case tending to rebut that presumption. After the execution of those receipts, and until the administrator's death, a pariod of seventeen or eighteen years, all the parties in interest seem to have treated the accounts of the administator as settled, so far as their interests were concerned.

Under the above authorities the giving of a receipt "in full of all demands" raises a prima facie presumption of payment, and the burden of disproving such payment is transferred to the plaintiff.

The acceptance of a check containing the words "in full of all demands" raises a prima facie presumption that it is in full payment and discharge of all previously existing liabilities, and the burden of overcoming this presumption rests upon the plaintiff

In Lurty v. Lurty, 107 Va., 466,the court was called upon to consider an instruction given in the lower court as to the effect of a

check given to the creditors purporting to be "in full of all demands." The following instruction given by the lower court was sustained by the Court of Appeals:

> "The instruction complained of tells the jury that if they believe from the evidence that the plaintiff.... accepted and collected the check...bearing upon its face the statement that the same was 'in full of all demands', such acceptance and collection... raises a prima facie presumption that the same was in full payment and discharge of all previously existing liabilities... and the burden of overcoming such presumption by direct or circumstantial evidence-.. rests upon the plaintiff, and unless such presumption is overcome by a preponderance of the evidence, they must find for the defendant'. This instruction propounds a familiar and correct proposition of law, and was relevent to the issues and evidence in the case."

Under the above case, it would seem that we are entitled in the instant case to a similar instruction, and that we can show a prima facie presumption of payment by virtue of this case, and this presumption must be overcome by the plaintiff by a preponderance of the evidence. See also Myers v. Doherty (Wis) 126 Amer.St.Rep., 967,971.

It would seem clezr that we can only rely upon a prima facie presumption of payment in the instant case in view of the express provision of Sec.5765 Code of 1919,providing that part per - formance of an obligation promise &c. shall be considered as extinguish- ing the debt only "when expressly accepted by the creditor in satis- faction and rendered in pursuance of anagreement for that purpose." Under the provision of this statute it is necessary that the creditor expressly accept the part payment in satisfaction of the whole debt, and that such part payment be rendered in pursuance of an agreement between the parties made for that purpose. I do not think that we can show a sufficient compliance with this statute to bring ourselves within its terms. Furthermore the burden of proof is on the debtor to bring himself within the provisions of this section. Standard Sewing Machine Co. v.Gunter, 102 Va., 568; Thomas v.Brown, 116 Va. 233.

Acceptance of pay as train porter under Supplement 26 General Order 27 is a bar to any claim under Article 6 of General Order 27 and Supplement 12.

---

(1) There is no question that plaintiff is only entit[illegible] to the

pay received as a porter under Supplement No.26 to General Order 27 from and after the date on which Supplement No.26 became effective. Sipplement 26 provided a new basic pay for train porters raising the basic months pay from $60. per month to $85. per month, and plaintiff has accepted pay under this supplement,which is an admission on his part that he was only performing the duties of a train porter. He is therefore estopped to claim now compensation as a brakeman after having accepted pay as a porter under Supplement No.26. Mathison v. New York Central and H.R.R.Co., 76 N.Y.S. 89,91-

> But granting,for the argument,that the running of this switch engine was outside of the sphere or scope of his employment,as held by the referee,I am still of the opinion that the judgment is not justified. Even then the surrounding circumstances may indicate an intention to make the additional service a part of the service for which the wages named in the original contract should compensate. The plaintiff was employed by the month and paid by the month. The defendant has the clear right to discharge him at the end of any month. The defendant might change the nature of that employment,and radically,if he chose. After the expiration of the first month at least the contract must be deemed to include all service required,whether or not it be additional to the service specified upon the original hiring."

(2) Acceptance of pay under Supplement No.26,after Supplement 12 has been issued, is an admission on the plaintiff's part that he is not within the provisions of Supplement 12,and he is therefore estopped to claim any additional compensation under Supplement 12.

There is no question but that the act of plaintiff in accepting pay as train porter under Supplement 26 will have great weight in sustaining our contention that plaintiff was not qualified and regularly required to perform the duties enumerated in Supplement 12. I do not believe, however,that we can sustain our contention of estoppel on this question. The jury,however,will be entitled to consider this fact as tending to prove that plaintiff is not within the provision of Supplement 12. This question is entitled to greater weight by reason of the fact that we are positive that plaintiff had actual notice of the contents of Supplement 12,as we understand that he was one of the main men responsible for the issuance of this order. Having knowledge of the contents of the order,and with such knowledge before him, he accepted pay under Supplement 26,which provided for increase of pay to train porters. This act on his part clearly established the fact

that he did not consider himself within the provisions of Supplement 12.

The only Virginia case which I have been able to find which is at all similar is the case of Norfolk Hosiery Co. v.Westheimer, 121 Va. 130. This case involved an action by a traveling salesman of the Norfolk Hosiery Co.,for additional compensation claimed under the contract with the Company. The original contract provided for the payment by the company of $200.per month, and the company contended that this contract was subsequently amended so as to reduce the amount to $150. per month. Plaintiff accepted several checks for $150. accompanied by statements of account between the parties, and the company contended that their salesman was estopped to claim an additional amount under the original contract. The court held that the plaintiff would not be estopped from claiming such additional amount,unless it was shown that the defendant was misled to its prejudice,and this not having been shown,the court allowed the plaintiff to recover this additional amount. The court stated on p. 136 as follows -

> "The remaining position urged in bar of the plaintiff's recovery is,that he is estopped from drawing a larger salary per month than that shown to be due him by said remittance statements,by his acceptance of the payments made him accompanied by such statement.
>
> This position could be maintained only in the event that the defendant was misled thereby to its prejudice, in that it was thus led to continue the employment of plaintiff beyond the term it was legally bound to continue it.
>
> We have seen that this was not ture in the case at bar,hence this position is untenable."

It is submitted,however,that this case is not in point with the present case,for the reason that in this case the plaintiff has over a long period of time accepted the pay given him without protest on his part, and has thereby prejudiced the defendant by leading it to believe that such pay was accepted in full for all service rendered.

It is also submitted that by use of another well-known principle of law,we can sustain our contention that the plaintiff in this case is estopped from claiming additional compensation. It is

a well-known principle of law that the courts consistently follow that where a question arises involving the construction and interpretation of a contract, the courts give great consideration and weight to practical construction placed upon the contract by the parties themselves, and where this construction has been acquiesced in by both parties for a long period of time, the courts will uphold such construction.

The plaintiff by accepting pay as a train porter under General Order 27 and Supplement 26 thereto, after the promulgation of Supplement 12 to General Order 27, has accepted his employer's understanding of the contract, and has waived all claim to additional compensation. The plaintiff for a number of years, while in the employ of the Seaboard, has from time to time performed certain of the duties enumerated in Supplement 12, and was paid by the company the regular pay of a train porter. Shortly after the beginning of Federal Control, the Director General, by Order 27, made a new wage agreement with the employes of all roads under Federal control. Article 6 of this General Order provided that colored men performing the same duties as white men should be paid at the same rate. Notwithstanding this provision, and the fact that the plaintiff continued to perform certain duties of brakeman, he continued to accept pay as a train porter, and receipted each month in full for such services. At the instigation of the porters, Supplement 12 to General Order 27 was issued for the purpose of carrying into effect the intention of Article 6 of General Order 27. Assuming that plaintiff performed the duties enumerated in Supplement 12 to General Order 27, and was entitled to be paid the same rate as was paid to white brakemen or flagmen, nevertheless the plaintiff, knowing of the existence of this supplement, continued to accept the pay of a train porter. Subsequent to Supplement 12, Supplement 26 was issued, which increased the basic month's pay for all train porters not provided for in Supplement 12 to General Order 27. This supplement clearly was intended to increase the pay of all train porters who were performing strictly train porters' work, and did not affect train porters who were being paid under Supplement 12. After the issuance of this [illegible]ment, the plaintiff accepted, and has continued to accept, the

increase pay provided for therein, thereby acquiescing in the defendant's construction of the contract. The act of the plaintiff in accepting the pay of a train porter through this entire period, and receipting in full each month for his services without protest, has induced the defendant to believe that he has accepted this amount in full for all services rendered, and he is now estopped to claim any additional compensation.

This contention is sustained by the following authorities -

The proposition that the courts give great weight to the practical construction placed upon a contract by the parties them - selves is sustained by the following Virginia cases -

Holland v.Vaughn, 120 Va. 324, 328.

> "No rule for the construction of written instruments is better settled than that which attaches great weight to the construction put upon the instrument by the parties themselves; and the evidence is conclusive that from June 2,1903,the date of her deed,until Mrs.Vaughan was re - quested by Mr.Holland to correct the alleged mistake by uniting in the deed from Keller and wife to him in February 1911, she made no claim whatever to the Vallie Harrison tract. That Keller construed her deed as conveying the land involved is abundantly proven by his having taken and held undisputed possession of it during all that period."

Glenn v. Augusta Perpetual &c. Co. 99 Va., 695, 701.

> "There is another test,which,when applied to the fact of this case,is most persuasive in arriving at the true in- tention of the parties,and that is; Neither John Kroder, the original purchaser, nor the appellant, ever demanded or took possession of or exercise any acts of ownership or control whatever over the land in controversy; and the rule is, that 'Where the meaning of an instrument is doubt- ful,evidence of the acts of the parties may be admitted to show the intent.' 2 Devlin on Deeds,Sec. 840; Bank v. McVeigh, 32 Gratt. 530, 541; Knick v.Knick, 75 Va. 12,20; Grubb v.Burford, 98 Va., 553, 558; and King v. N.& W.Rwy.Co., ante p. 625."

See also Knick v. Knick, 75, Va.12.

In Butler Bros.Hoff Co. (Inc.) v. Virginian Rwy.Co., 113 Va. 28, a somewhat similar question arises as is involved in the instant case. In that case a railroad contractor who throughout the con - struction of the work had by his acts and conduct placed the same construction upon the contract as did the railway company, and who had accepted the company's classification of the material removed

was held to have acquiesced in such construction, and cannot after the completion of the work claim a high classification, although he may have secretly, during the progress of the work, determined that he was entitled to the higher classification, and would insist upon it after completion. Such uncommunicated determination could not affect the rights of the company. The court stated on ppg. 35 and 36 as follows:

> "Whatever may have been the construction placed upon the contract by the appellant in secret and unknown to the railway company, it cannot be considered in determining either the practical construction placed upon it by the parties or the acquiescence of the appellant in the construction placed upon it by the railway company, N.& W. Ry. Co. v. Mills, 91 Va. 632,22, S.E. 556. It is clear, therefore, that during the entire time the work in the cut was being done, the appellant, by its acts and conduct, placed the same construction upon the contract, as to the matter now under consideration, as did the railway company.
>
> In Kidwell v. B.& O.RR Co., 11 Grantt.(53 Va) 676, it was held that a railroad contractor for the construction of a bridge, having received the monthly estimates, based upon a particular construction of the contracts, without objection during the progress of the work, had acquiesced in that construction. In that case, Judge Moncure, speaking for the court, after stating the facts and circumstances showing the conduct of the parties during the progress of the work (and which were at least as favorable to the contractor's contention in that case as are the facts and circumstances of this case to the appellant's contention), said: 'Under all these circumstances, I am of the opinion that whatever may be the true construction of the contracts, the appellant acquiesced in the construction placed upon them by the appallees, and is concluded by such acquiescence from claiming a higher compensation for the masonry than the prices stipulated for in the contracts and allowed in the final estimates.'
>
> In Knopf v.R.F.& P.RR Co., 85 Va.769, 8 S.E.787, it was held that the practical construction put by the parties upon the terms of their own contract was not only to be regarded, but, where there is any doubt, it must prevail, even over the literal meaning of the contract; citing, among other authorities, District of Columbia v. Callaher, 124 U.S. 505, 510, 31 L.Ed. 526, 8 Sup.Ct.585, 588, in which it was held that 'the practical construction which the parties put upon the terms of their contract, and according to which the work was done, must prevail over the literal meaning of the contract, according to which the defendant seeks to obtain a deduction in the contract price.'"

"We are of the opinion that the practical construction placed upon the terms of the contract as to the classification of the owrk in the cut during the entire period in which the work was being done should prevail over the construction now insisted on by the appellant, by which [illegible] to obtain a new classification and a largely in- [illegible] work."

In Levi V.Reid, 91 Ill.App.430, an employe brought an action for additional compensation for servides alleged to be due by reason of his having worked overtime. The employe, however, had continued in his employment working over the usual hours when requested without protest and received his stipulated weekly wages, knowing that his employer regarded it as full payment for his week's work. The court held that the plaintiff accepted the employer's understanding of the contract, and had waived all claim to additional compensation, the court stating on p. 432 as follows:

> "If he had understood his contract as entitling him to extra pay for over hours, there would have been no need of secrecy in keeping this memorandum nor of postponing its presentation for more than a year, and until he left or was discharged. By continuing in his employment, working over the usual hours, when requested, without protest, and receiving the stipulated weekly wages, knowing, as his conduct shows he did, that his employer regarded it as full payment for his week's work, he accepted his employer's understanding of the contract as his own, and waived all claim to additional compensation."

In Bartlet v. Street Ry.Co. of Grand Rapids (Mich) 46 N.W.,1034, the same question was involved as arose in the above case, and the court in denying the additional compensation claimed, stated on p. 1035, as follows:

> "He settled twice a month,and these settlements were binding upon him. If he had any claim for overtime he should have insisted upon it when these settlements were made. He kept silent as to his rights, if he had any, when he should have spoken. The law now estops him from speaking. Law is founded in common sense and common honesty. Measured by these principles,plaintiff's claim is absolutely destitute of merit or legal standing. The judgment is in direct conflict with the rule so often recognized in this court."

In Forster v. Green (Mich) 69 N.W. 647, the same question was involved, and the court in following the Barlett case, Supra, stated on p. 648 as follows:

> "And when the fact is taken into account that for nearly two years thereafter he signed a receipt in full for his services at the end of each month, the rank injustice of permitting him to assert a secret intention to make an additional charge for his services is plainly manifest."

avis v. Detroit Boat Works (Mich.

affirmed, the court stating on p. 38 as follows:

> "I think the instruction was correct. He is bound by his settlements. He knew that Ballin did not settle with or pay him. The statements and receipts were binding upon him, and bar recovery. He kept silent when he should have spoken. The law estops him to speak afterwards. No better illustration of the wisdom of this rule can be found. For five years plaintiff claimed he was entitled to overtime, but kept no accounts. He settled with his employer weekly, and meanwhile to no agent of his employer did he mention this claim until nearly four months after he had left his employ."

It is submitted that under the above principles, the plaintiff by having accepted the pay of a train porter over the entire period for which he now claims additional compensation, he has acquiesced in his employer's construction of the contract, and is now estopped to claim such additional amount.